Polk County Board of County Commissioners

Meeting Agenda - Final-revised

November 07, 2023 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. (GEORGE LINDSEY, CHAIR)

INVOCATION

Murphy Hanley, Polk County Fire Rescue Chaplain

PLEDGE OF ALLEGIANCE (GEORGE LINDSEY, CHAIR)

A. PRESENTATIONS and RECOGNITIONS

A.1. Employee Recognition

B. CEREMONIAL PROCLAMATIONS

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

C.1. Comments.

D. APPROVE CONSENT AGENDA

D.1. Approve Consent Agenda.

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

E.1. Disbursements.

E.2. Minutes of Regular Board meeting held on October 17, 2023.

F. REQUEST FROM ELECTED OFFICIAL and OTHER GOVERNMENTAL AGENCY

G. COUNTY ATTORNEY (RANDY MINK)

G.1. Conservation Land Acquisition Selection Advisory Committee (CLASAC) recommendations on the following sites nominated to the Environmental Lands Program are to pursue acquisition on EL-100-23, EL-101-23, EL-102-23, EL-104-23 and EL-105-23 and to not pursue acquisition of EL-103-23. (No Fiscal Impact)

H. COUNTY MANAGER (BILL BEASLEY)

H.1. Approve Standard Grant Agreement #22FRP12 with the State of Florida Department of Environmental Protection (FDEP) to provide funding for the project: "Polk County Peace Creek Canal Basin Wetland Restoration" ($7,050,000 one-time revenue).

H.2. Request Board approve (1) construction contract with CenState Contractors, Inc. for the Jordan's Grove ground storage reservoir & high service pump station project (one-time expense of $3,070,000.00 from American Rescue Plan Funds and $1,599,350.00 from Utilities Operating Funds), and (2) CIP amendment to the FY 24/25 Utilities Community Investment Program Expansion budget from reserves in the amount of $278,908.00.

H.3. Approve Infrastructure Agreement with Pulte Home Company, LLC, (developer) for Wastewater Improvements serving Belle Haven ($497,471.00 not-to-exceed cost).

H.4. Approve the Infrastructure Agreement between Blackfin Champions, LLC. and Polk County for Hwy 27 and Four Corners Blvd Intersection ($738,189.87 One Time Expense).

H.5. Approve an Asset Purchase Agreement between Millennial Property Investments Corp., Blue Falcon Operations Corporation and Polk County for the sale of the Rohr Home ($5,000,000 one-time revenue)

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 4 (MARTHA SANTIAGO)

K.1. Re-appoint Robert Sheffield to the Polk County Lakes Access Advisory Committee for the three-year term, November 17, 2023, to November 16, 2026.

K.2. Re-appoint Dr. Robert S. Hinds to serve as a member of the Housing Finance Authority for the four-year term, December 1, 2023, to November 30, 2027.

K.3. Commissioner Santiago Comments.

L. COMMISSIONER DISTRICT 5 (NEIL COMBEE)

L.1. Commissioner Combee Comments.

M. COMMISSIONER DISTRICT 1 (GEORGE LINDSEY, CHAIR)

M.1. Reappoint Kathryn E. Bevilacqua-Ely to the Early Learning Coalition of Polk County for the four-year term, May 6, 2022 through May 5, 2026.

M.2. Chair Lindsey Comments.

N. LAY BOARD APPOINTMENTS

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

* County Attorney opening comments

O.1. PUBLIC HEARING (LDCPAL 2023-5 Northeast Regional Park) (Transmittal Hearing), a Large-Scale Comprehensive Plan Amendment to change the Future Land Use designation from Residential Low-X (RLX) to Recreation and Open Space-X (ROSX) on ±80.26 acres and Institutional-X (INSTX) on ±1.95 acres to recognize an existing regional park and fire rescue station in the North U.S. Highway 27 Selected Area Plan.

P. PUBLIC HEARINGS

P.1. PUBLIC HEARING to consider the adoption of an ordinance setting the yearly salary of Commissioners in accordance with Section 2.5 of the Polk County Charter.

P.2. PUBLIC HEARING to consider adoption of an ordinance prohibiting smoking and vaping in public parks within unincorporated Polk County.

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 2182.

R.2. Accept Unclaimed Funds check in the amount of $30,147.09 from Joe G. Tedder, Tax Collector.

R.3. Accept Unclaimed Funds check in the amount of $539.62 from Stacy M. Butterfield, CPA, Clerk of the Circuit Court.

R.4. The 2023-2024 Annual Meeting Schedule, Adopted Budget and Annual Financial Audit Report for the Westridge Community Development District.

R. COUNTY MANAGER

R. ECONOMIC DEVELOPMENT

R. TOURISM/SPORTS MARKETING

R. OFFICE OF PLANNING & DEVELOPMENT

R.5. SET HEARING: (LDCPAS-2023-13 Pool Branch Road CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 18.52 +/- acres from Phosphate Mining (PM) to Agricultural Residential Rural (A/RR) in the Rural Development Area (RDA). The suggested adoption hearing date is November 21, 2023, at 9:30 a.m

R.6. SET HEARING: (LDCPAS-2023-16 NE Avenue Y CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 0.22 +/- acres from Residential-Low (RL) to Residential High (RH) in the Transit Supportive Development Area (TSDA). The suggested adoption hearing date is November 21, 2023, at 9:30 a.m.

R.7. SET HEARING: (LDCPAS-2023-17 J&T Ronald Reagan Parkway CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 1.92 +/- acres from Residential-Low-X (RL-X) to Residential Medium-X (RMX) in the Transit Supportive Development Area (TSDA) and Ronald Reagan Selected Area Plan (SAP). The suggested adoption hearing date is November 21, 2023, at 9:30 a.m.

R.8. SET HEARING: (LDCPAS-2023-18 Shepherd Road Residential High CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 14.58+/- acres from Community Activity Center (CAC), Residential Medium (RM), and Preservation (PRESV) to Residential High (RH) in the Urban Growth Area (UGA) and Transit. The suggested adoption hearing date is November 21, 2023, at 9:30 a.m.

R.9. SET HEARING: (LDCPAS-2023-19 34th Street CE CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 0.52+/- acres from Residential Medium (RM) to Commercial Enclave (CE) in the Urban Growth Area (UGA), Transit Corridors and Centers Overlay (TCCO) and Inwood Redevelopment. The suggested adoption hearing date is November 21, 2023, at 9:30 a.m.

R.10. SET HEARING: (LDWA-2023-43 Sunset Lane Road Access Waiver) to consider approval for a Waiver to Section 705B for a residential lot with access through a private road easement accessed by more than four lots on 0.93+/- acres in a Residential Low (RL-1) Future Land Use and the Urban Growth Area (UGA). The suggested adoption hearing date is November 21, 2023, at 9:30 a.m

R.11. SET HEARING: (LDCT-2023-17 Certified Local Government (CLG) Text) for eligibility to achieve Certified Local Government status as defined by the National Historic Preservation. The suggested hearing dates are for the first reading on November 21, 2023, at 9:30 a.m. and the Adoption reading on December 5, 2023, at 9:30 a.m.

R.12. SET HEARING (LDCT-2023-12 PIX Car Wash and Self-Storage Text Amendment) to consider the adoption of an applicant-initiated Land Development Code text amendment. The suggested hearing dates are for the first reading on November 21, 2023, at 9:30 a.m. and the Adoption reading on December 5, 2023, at 9:30 a.m.

R.13. Kathleen Square Plat for Conditional Approval. (No fiscal impact)

R.14. Marion Creek Estates Phase 2 Plat for Conditional Approval. (No fiscal impact)

R.15. Accept Pollard Pointe potable water utility system improvements for ownership, operation, and maintenance by Polk County Utilities. (No fiscal impact)

R.16. Accept a one-year warranty and cash surety in the amount of $7,676.00 for Pollard Pointe. (No fiscal Impact)

R.17. Approve the release of a surety in the amount of $3,208,991.37 in the form of Performance Bond No. LICX1216491 Redding Pointe. (No fiscal impact)

R.18. Approve the release of a surety in the amount of $756,368.20 in the form of Performance Bond No. US00115863SU22A Solivita Phase 5D. (No fiscal impact)

R. BUILDING

R. DEPUTY COUNTY MANAGER

R. BUDGET & MANAGEMENT SERVICES

R. PROCUREMENT

R. COMMUNICATIONS

R. COOPERATIVE EXTENSION SERVICES

R. HEALTH & HUMAN SERVICES

R.19. Approve Community Development Block Grant (CDBG) subrecipient agreement between Polk County and the City of Winter Haven. ($283,599.00 one-time expense).

R.20. Approve Community Development Block Grant (CDBG) subrecipient agreement between Polk County and The City of Auburndale. ($282,766.68 one-time expense).

R.21. Approve Community Development Block Grant (CDBG) subrecipient agreement between Polk County and The City of Bartow. ($216,395.95 one-time expense).

R.22. Approve Community Development Block Grant (CDBG) subrecipient agreement between Polk County and Gospel, Inc. ($200,000 one-time expense).

R.23. Approve Community Development Block Grant (CDBG) subrecipient agreement between Polk County and HELP of Fort Meade, Inc. ($200,000 one-time expense).

R.24. Approve modification of State Housing Initiatives Partnership (SHIP) Rehabilitation program Homeowner Assistance Agreement and Grant Agreement for the property located in Haines City, FL. for Case# RC22-SHIP-003. ($2,026.00 one-time expense).

R.25. Removal of Uncollectible Accounts from the Rohr Home's Active Accounts Receivable (No Fiscal Impact)

R. EQUITY & HUMAN RESOURCES

R.26. Approve the Collective Bargaining Agreement between the Polk County Board of County Commissioners (Polk County) and the Federation of Public Employees (Federation), a Division of the National Federation of Public and Private Employees (AFL-CIO)

R.27. Approve Memorandum of Understanding with FOPE. (No fiscal Impact).

R. INFORMATION TECHNOLOGY

R. CODE ENFORCEMENT

R. COURT SERVICES

R. RISK MANAGEMENT

R. INDIGENT HEALTH CARE

R. FACILITIES MANAGEMENT

R.28. Approve Gopher Tortoise Relocation Agreement for the Polk County Masterpiece Road Fire Rescue Station project with All Phase Environmental Solutions, LLC, (APES). (one-time estimated expense amount of $108,000.00 as noted in the agreement dependent upon the final species count)

R. FLEET MANAGEMENT

R. PARKS & NATURAL RESOURCES

R.29. Approve Agreement No. 23 PLN124 between Polk County and State of Florida Department of Environmental Protection (FDEP) to fund project Polk County Comprehensive Vulnerability Assessment. (one-time revenue $500,000)

R.30. Approve Interlocal Agreement between Polk County and Central Florida Regional Planning Council (CFRPC) to implement Polk County Comprehensive Vulnerability Assessment. (one-time expense $500,000)

R.31. Approve the T. Mark Schmidt grant agreement between the Florida Department of Agriculture and Consumer Services (FDACS) and Polk County for the Bone Valley ATV Park Motocross Track ($246,302.75 one-time grant revenue).

R.32. Approve agreement with Patel, Greene & Associates, LLC to provide professional engineering services for the master trail plan of the Lake Hancock multiuse trail. ($249,730.00 one-time expense)

R.33. Request Board approve selection committee's recommendation to authorize staff to enter into contract negotiations with Madrid CPWG for professional engineering services for the Crystal Lake Boardwalk. (No fiscal impact)

R.34. Request Board approve selection committee's recommendation to authorize staff to enter into contract negotiations with Bern Kinard Auctioneer, Inc. for Gator Creek Grazing Lease. (No fiscal impact)

R. FIRE RESCUE

R.35. Approve the transfer of reserve for FY22/23 from the Fire Impact Fee Funds (One time transfer of $1,061,000)

R.36. Approve the contract between Lexipol and Polk County, a political subdivision of the State of Florida through the Polk County Fire Rescue Division for Fire/EMS Policy Manual & Daily Training Bulletins. The first-year one-time fee of $76,541.50, a second-year one-time fee of $27,391.35, and an estimated $34,945.75 annual expense for three years.

R.37. Renewal of Certificate of Public Convenience and Necessity (COPCN) - AdventHealth Wesley Chapel

R. EMERGENCY MANAGEMENT

R.38. Approve state-funded 2023-2024 Emergency Management Performance Grant (EMPG).

R. REAL ESTATE SERVICES

R.39. SET HEARING to consider requests to vacate platted and unmaintained right-of-way shown on the map of Captain David Burn's Subdivision and vacate a portion of maintained right-of-way now known as Huckleberry Road as shown on the maintained right-of-way map for Horse Shoe Creek. (Suggested hearing date is November 21, 2023 at 9:30 a.m or immediately following the regular agenda)

R.40. Approve Right-of-Way Agreement between David Rohrer and Georgia Rohrer, husband and wife and Polk County in conjunction with the Thompson Nursery Road Segment 1 Improvement Project, Parcel 111. ($441,200 one-time expense)

R.41. Approve Right-of-Way Agreement between Ferdinand Sanyet and Norma Gonzalez, husband and wife and Polk County in conjunction with the Thompson Nursery Road Phase 1 Segment 1 Project, Parcel 702. ($18,994 one-time expense)

R.42. Approve Right-of-Way Agreement between Tara Bridget Jones and Polk County in conjunction with the County Road 557 Project, Parcel 702. ($4,600 one-time expense)

R.43. Authorize a Utility Easement to the City of Auburndale over a portion of County-owned property in conjunction with a proposed utility project. (No fiscal impact)

R.44. Accept Polk County Utilities Easement from Lakeland Burger Christina LLC, as requested through the Development Review Process. (No fiscal impact)

R.45. Accept instruments for additional right-of-way along Horseshoe Creek Road, Finney Road, Pipkin Creek Road, and Lake Alfred-Polk City Road as requested through the Development Review Process. (No fiscal impact)

R. ROADS & DRAINAGE

R.46. SET HEARING to Consider Adopting a Resolution Allowing for the Installation of Traffic Calming Devices (Speed Humps) on Fifth Street West, Near Winter Haven. (Suggested Hearing Date: Tuesday, November 21, 2023, at 9:30 a.m.) (No fiscal impact)

R.47. Approve Change Order (CO) No. 4 with Hubbard Construction Company (Contractor) for temporary traffic signals needed on the West Pipkin Road Widening Project. ($181,742.75 one-time expense)

R.48. Approve Amendment No.1 to the Interlocal Agreement (ILA) with the Tohopekaliga Water Authority (TOHO) for the Lake Wilson Road Widening Project. ($145,943.68 one-time expense)

R.49. Approve Interlocal Agreement between Polk County and the City of Davenport for Road Improvements for the Davenport - Haines City Phase 3 Resurfacing Group (Estimated $27,972.82 one-time revenue and expense)

R.50. Adopt a Resolution Setting Parking Restrictions on Country Club Road North, near Winter Haven ($521.72 one-time expense)

R.51. Adopt a Resolution Setting Parking Restrictions on Tank Road, near Davenport ($2,321.77 one-time expense)

R.52. Adopt a Resolution Setting Speed Limit on Hutchins Road, near Fort Meade. ($121.32 one-time expense)

R.53. Approve agreements with Ardaman and Associates, Madrid Engineering Group, WSP USA, MC Squared and Universal Engineering Sciences for professional geotechnical services and construction materials testing and inspection.

R.54. Approve modification to Subgrant Agreement between the Division of Emergency Management (FDEM) and Polk County for the Eloise Loop Road Drainage Improvement Project (Time extension only).

R. UTILITIES

R.55. Approve Services Authorization 2023-021-01 with the University of Central Florida for the Central Regional Utility Service Area - Central Regional Water Treatment Facility Process Monitoring and Performance Assessment project ($162,900 lump sum expense).

R.56. Approve Consultant Services Authorization 18-067-03, Modification No. 1 with Wright-Pierce, Inc. to provide professional engineering services for the Upgrade Lift Station No. 253 (Providence) project. ($30,076 increase; revised not-to-exceed, one-time expense of $221,531 and time extension of 151 days)

R. WASTE & RECYCLING

R. ELECTED OFFICIAL AND OTHER GOVERNMENTAL AGENCY

R. COURT RELATED

R. POLK COUNTY PROPERTY APPRAISER

R. POLK COUNTY SHERIFF

R. POLK COUNTY SUPERVISOR OF ELECTIONS

R. POLK COUNTY TAX COLLECTOR

R. SUPERINTENDENT OF POLK COUNTY SCHOOLS

R. WORKFORCE DEVELOPMENT BOARD

R. COUNTY ATTORNEY

R.57. Request that the Board authorize the filing of a Civil Complaint against 21 Palms Resort on Lake Juliana ("Resort") and other necessary parties to compel the Resort to remove or modify the pedestrian bridge ("Bridge") currently impeding boating traffic between Lake Mattie and Lake Juliana (collectively "Lakes").

R.58. Release of Lien related to a Workforce Housing Impact Fee Mitigation for Louise T. Wimberley (No fiscal impact).

ANNOUNCEMENTS

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

- Monday, November 6, 2023 – 9:00 a.m. – Value Adjustment Board hearings will be held in the Administration Building third floor conference room 341.

- Tuesday, November 7, 2023 – 6:00 p.m. – Sidewalk Advisory Committee will meet in Room 413, Fourth Floor, Polk County Administration Building.

- Wednesday, November 8, 2023 – 8:30 a.m. – Lakeland Area Mass Transit District (LAMTD) Board of Directors meeting will be held at 1212 George Jenkins Boulevard, Lakeland.

- Wednesday, November 8, 2023 – 9:00 a.m. – Value Adjustment Board hearings will be held in the Administration Building third floor conference room 341.

- Wednesday, November 8, 2023 – 3:00 p.m. – Central Florida Development Council (CFDC) Board Meeting will be held at the Northeast Government Center, 200 Government Center Boulevard, Lake Alfred.

- Wednesday, November 8, 2023 – 4:00 p.m. – Central Florida Development Council (CFDC) Investor Meeting will be held at the Northeast Government Center, 200 Government Center Boulevard, Lake Alfred.

- Wednesday, November 8, 2023 – 5:30 p.m. – Contractor Licensing Board Meeting will be held in the County Commission Boardroom.

- Wednesday, November 8, 2023 – 6:00 p.m. – 6th Annual Gala Benefiting Early Learning Coalition of Polk County will be held at Venue 650, 650 6th Street SW, Winter Haven.

- Thursday, November 9, 2023 – 8:30 a.m. – Development Review Committee will meet in the Planning and Development Conference Room, Second Floor, Polk County Administration Building.

- Thursday, November 9, 2023 – 9:00 a.m. – Value Adjustment Board hearings will be held in the Administration Building third floor conference room 341.

- Thursday, November 9, 2023 – 9:00 a.m. – Tourist Development Council's Marketing Committee meeting will at the Hilton Garden Inn-Lakeland, 3839 Don Emerson Drive, Lakeland.

- Friday, November 10, 2023 – The offices of the Board of County Commissioners will be closed in observance of the Veteran's Day Holiday.

- Monday, November 13, 2023 – 9:00 a.m. – Value Adjustment Board hearings will

be held in the Administration Building third floor conference room 341.

• Tuesday, November 14, 2023 – 9:00 a.m. – Value Adjustment Board hearings will be held in the Administration Building third floor conference room 341.

• Tuesday, November 14, 2023 – 1:30 p.m. – Land Use Hearing Officer Hearings will be held in the County Commission Boardroom.

• Wednesday, November 15, 2023 – 9:00 a.m. – Value Adjustment Board hearings will be held in the Administration Building third floor conference room 341.

• Wednesday, November 15, 2023 – 9:00 a.m. – Appellate Special Magistrate of the Code Enforcement Unit will meet in the County Commission Boardroom.

• Wednesday, November 15, 2023 – 2:00 p.m. – Polk Regional Water Cooperative (PRWC) Board of Directors meeting will be held at the Lake Myrtle Sports Complex, 2701 Lake Myrtle Park Road, Auburndale.

• Wednesday, November 15, 2023 – 2:00 p.m. – Joint Airport Zoning Board will meet in the Large Conference Room, Bartow Executive Airport, 5993 Airport Boulevard, Bartow.

• Wednesday, November 15, 2023 – Friday, November 17, 2023 – Florida Association of Counties Legislative Conference, Grand Hyatt Tampa Bay, 2900 Bayport Drive, Tampa.

• Thursday, November 16, 2023 – 9:00 a.m. – Value Adjustment Board hearings will be held in the Administration Building third floor conference room 341.

• Thursday, November 16, 2023 – 9:00 a.m. – Special Magistrate of the Code Enforcement Unit will meet in the County Commission Boardroom.

• Thursday, November 16, 2023 – 8:30 a.m. – Development Review Committee will meet in the Planning and Development Conference Room, Second Floor, Polk County Administration Building.

• Thursday, November 16, 2023 – 9:00 a.m. – Tourist Development Council's Sports and Special Events Committee will meet at Camp Margaritaville Auburndale, 361 Denton Avenue, Auburndale.

• Monday, November 20, 2023 – 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 Commi

Agenda Item A.1. 11/7/2023

SUBJECT
Employee Recognition

DESCRIPTION

Presentation of service awards to employees with 20 or more years of service to Polk County.

Lisa J. Smith

Robert R. Richards, Jr.

RECOMMENDATION

Approve

FISCAL IMPACT

N/A

CONTACT INFORMATION

Cynthia Goss

cynthiagoss@polk-county.net <mailto:cynthiagoss@polk-county.net>
(863) 534-5927

Agenda Item D.1. 11/7/2023

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 E.1. 11/7/2023

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	**02409**	**thru**	**02485**
In the Amount of	**$114,774.19**		
# of Direct Deposits	**5256**		
In the Amount of	**$8,027,061.20**		
Dated	**October 20, 2023**	**thru**	**November 3, 2023**
Wire and Electronic Fund Transfers	**$44,772,189.59**		
Dated	**October 17, 2023**	**thru**	**November 6, 2023**
Invoice Checks Numbered	**447418**	**thru**	**448774**
Totaling	**$26,754,190.30**		
Dated	**October 17, 2023**	**thru**	**November 6, 2023**

Request approval of minutes of Regular Board Meeting Held on **October 17, 2023**

Agenda Item E.2. 11/7/2023

SUBJECT

Minutes of Regular Board meeting held on October 17, 2023.

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

October 17, 2023 Regular BoCC meeting

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

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

CALL TO ORDER - 9:00 a.m. (GEORGE LINDSEY, CHAIR)

INVOCATION

Minutes: A moment of silence was offered on behalf of Israeli victims of the terrorist attack.

Brian Lane, Polk County Fire Rescue Chaplain, gave the invocation.

PLEDGE OF ALLEGIANCE (GEORGE LINDSEY, CHAIR)

A. PRESENTATIONS and RECOGNITIONS

A.1. Employee Recognition

Minutes: The Board recognized Kandis Baker-Buford from Equity and Human Resources, Daniel Egbert from Parks and Natural Resources and Michael Teate from Roads and Drainage for their years of service with the county.

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

C.1. Comments.

Minutes: Sarah Knight asked about the excess drainage from Imperial Lakes and she asked if there are going to be any roads going through Fuller Heights.

County Manager Bill Beasley said there will be no roadways cutting through Imperial Lakes to Fuller Heights. He said the drainage issues are more complicated but the

Fuller Heights community will not be impacted with any drainage improvements or roadway construction.

Joshua Nederveld said he has lived in his neighborhood for 11-12 years in Lake Thomas. He said his neighborhood is one of the quietest and it is humorous to him to add speed humps. He said they are not in need of speed humps and if there are accidents he is not aware of he would be in support.

Commissioner Combee said these are generated by the people who live there. He said the Board is not initiating this.

Chair Lindsey said Mr. Nederveld's comments are in reference to Agenda Item P. 6

D. APPROVE CONSENT AGENDAS

RESULT:	**APPROVED**
MOVER:	Martha Santiago
SECONDER:	Bill Braswell
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

D.1. Approve Board of County Commissioners Consent Agenda.

ELOISE COMMUNITY REDEVELOPMENT AGENCY

D.2. Approve Eloise CRA Consent Agenda.

RESULT:	**APPROVED**
MOVER:	Neil Combee
SECONDER:	Martha Santiago
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

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

E.1. Disbursements.

RESULT:	**APPROVED**
MOVER:	Neil Combee
SECONDER:	Martha Santiago
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

E.2. Minutes of Regular Board meeting held on October 3, 2023.

RESULT:	**APPROVED**
MOVER:	Martha Santiago
SECONDER:	Bill Braswell
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

G. COUNTY ATTORNEY (RANDY MINK)

G.1. Comprehensive Services Agreement with HGS, LLC d/b/a RES ENVIRONMENTAL OPERATING COMPANY to design, permit, construct, monitor and maintain the Polk County Wilson Ranch Reserve Restoration Project. (No Fiscal Impact)

Minutes: Commissioner Wilson recused from voting on this item.

Deputy County Manager Ryan Taylor discussed the Comprehensive Services Agreement with HGS, LLC d/b/a RES Environmental Operating Company to design, permit, construct, monitor and maintain the Polk County Wilson Ranch Reserve Restoration Project. He recommended approval.

Upon question, Mr. Taylor said the county will be the final authority signing off on the restoration plan.

RESULT:	**APPROVED**
MOVER:	Bill Braswell
SECONDER:	Neil Combee
AYE:	Lindsey, Braswell, Combee, and Santiago
Recused:	Wilson

H. COUNTY MANAGER (BILL BEASLEY)

H.1. To consider an Infrastructure and Impact Fee Credit Agreement for Power Line Road - Northern Expansion Phase 2 between Jackstone Development, LLC, GLK Real Estate, LLC, Northeast Polk Land Investments, LLC, Cassidy Holdings Group, LLC and Polk County

Minutes: County Manager Bill Beasley discussed the Infrastructure and Impact Fee Credit Agreement for Power Line Road - Northern Expansion Phase 2 between Jackstone Development, LLC, GLK Real Estate, LLC, Northeast Polk Land Investments, LLC, Cassidy Holdings Group, LLC and Polk County. He recommended approval.

RESULT:	**APPROVED**
MOVER:	Neil Combee
SECONDER:	Rick Wilson
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

H.2. Approve agreement with Alfred Benesch & Company for a comprehensive impact fee study and update. ($215,125.00 one-time expense)

Minutes: County Manager Bill Beasley discussed the agreement with Alfred Benesch & Company for a comprehensive impact fee study and update. He recommended approval.

Chair Lindsey said they have spent six or eight months, got untold staff time, saving

$75,000 on advertising in public newspapers, and it is $115,000 more than Duncan who has done our work for the last 15 years. He said it seems excessive and he will be voting against the motion.

Commissioner Combee discussed concerns with impact fees for warehouses going almost to zero. He said anybody who rides around Polk County can see the impact these trucks are having on north Lakeland and the west side of the county. He said it was a major mistake reducing it.

County Attorney Randy Mink responded and said that they made this a material part of this agreement for that study.

RESULT:	**APPROVED**
MOVER:	Rick Wilson
SECONDER:	Neil Combee
AYE:	Braswell, Combee, Santiago, and Wilson
NAY:	Lindsey

H.3. Approve an Interlocal Agreement with the City of Winter Haven for Tourist Development Funding for improvements to the Chain of Lakes Complex. (Estimated $13,023,000 from the Tourist Development Tax fund over a period of 20 years)

Minutes: County Manager Bill Beasley discussed the interlocal agreement with the City of Winter Haven for Tourist Development Funding for improvements to the Chain of Lakes Complex. He recommended approval.

Upon question, Mr. Beasley confirmed there is no O and M obligation going forward. He said typically on the 20-year bond there is a provision allowing for early pre-payment of the county's obligation. He said the funding for this is from the Tourist Development Tax from the bed tax. He said it is not a part of the county's general fund or any other fund and he said it is associated with the tourism that is generated.

Commissioner Combee said he does not know how this will work out in the future with construction prices. He said he was wondering on these projects that it may be something to look at; he said with the road projects we are not using CMAR we bid those.

RESULT:	**APPROVED**
MOVER:	Bill Braswell
SECONDER:	Martha Santiago
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

H.4. Approve agreement with AECOM Technical Services, Inc. to provide professional engineering services for northeast Polk County minor road projects and a CIP Amendment and budget transfer. ($2,647,882.00 one-time expense)

Minutes: County Manager Bill Beasley discussed the agreement with AECOM Technical Services, Inc., providing professional engineering services for northeast Polk County minor road projects and a CIP Amendment and budget transfer. He

recommended approval.

Commissioner Combee said half of this is engineered and allocated to Deen Still Road, North Ridge Trail Phase 4 and Waverly Barn Road. He said so much of the problems traffic wise were brought on by the distribution/logistics facilities. He said we got to find a way to pay for this and come up with an impact fee schedule. He said saying they are not impacting the roads is insane to him. He said this is an example of what we are facing for those looking at the impact fees.

Roads and Drainage Director Jay Jarvis said those three projects are in the $30-$40 million range plus engineering and right-of-way.

I. COMMISSIONER DISTRICT 2 (RICK WILSON)

I.1. Commissioner Wilson Comments.

Minutes: Commissioner Wilson had no comments at this time.

J. COMMISSIONER DISTRICT 3 (BILL BRASWELL)

J.1. Commissioner Braswell Comments.

Minutes: Commissioner Braswell had no comments at this time.

K. COMMISSIONER DISTRICT 4 (MARTHA SANTIAGO)

K.1. Commissioner Santiago Comments.

Minutes: Commissioner Santiago had no comments at this time.

L. COMMISSIONER DISTRICT 5 (NEIL COMBEE)

L.1. Commissioner Combee Comments.

Minutes: Commissioner Combee had no comments at this time.

M. COMMISSIONER DISTRICT 1 (GEORGE LINDSEY, CHAIR)

M.1. Chair Lindsey Comments.

Minutes: Chair Lindsey had no comments at this time.

N. LAY BOARD APPOINTMENTS

N.1. Appoint Dexter Pagara as a member of the Tourist Development Council for the four-year term, September 1, 2023, through August 31, 2027.

RESULT:	**APPROVED**
MOVER:	Bill Braswell
SECONDER:	Rick Wilson

AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

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

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

O.1. Public Hearing (LDCPAS-2023-12 Jemma Estates Land Use CPA) (Adoption Hearing) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 1.66 +/- acres from Residential Low 2 (RL-2) to Residential Medium (RM) in the Urban Growth Area (UGA).

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

The Chair opened a public hearing; no one spoke.

RESULT:	**APPROVED**
MOVER:	Neil Combee
SECONDER:	Bill Braswell
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

O.2. Public Hearing (LDCPAS-2023-14 Poinciana Marigold Avenue Fire Station CPA) (Adoption Hearing) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 9.83 +/- acres from Poinciana Pre-Development of Regional Impact (PRE DRI#) to Institutional (INST) in the Utility Enclave Area (UEA).

Minutes: Land Development Director Ben Ziskal reviewed the proposed land use change. He said that staff recommends approval.

The Chair opened a public hearing; no one spoke.

RESULT:	**APPROVED**
MOVER:	Martha Santiago
SECONDER:	Rick Wilson
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

P. PUBLIC HEARINGS

P.1. Public Hearing to consider adoption of a Resolution to vacate platted and unmaintained rights-of-way as shown on the Revised Plat of Crooked Lake Subdivision, Lake Wales, Florida. (No fiscal impact)

Minutes: Wade Allen, Real Estate Services Administrator, showed slides and reviewed the proposed vacation request of rights-of-way. He said there are no objections to the request. He recommended approval.

The Chair opened a public hearing; no one spoke.

RESULT:	**APPROVED**
MOVER:	Neil Combee
SECONDER:	Bill Braswell
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

P.2. Public Hearing to consider adoption of a resolution to vacate a platted public drainage and utility easement as shown on the Plat of Poinciana Neighborhood 5 North Village 3, Poinciana, Florida. (No fiscal impact)

Minutes: Wade Allen, Real Estate Services Administrator, showed slides and reviewed the proposed vacation request for a drainage and utility easement. He said there are no objections to the request. He recommended approval.

The Chair opened a public hearing.

Marion Skilling said she is here on behalf of the property owner and is available for questions.

The Chair closed the public hearing.

RESULT:	**APPROVED**
MOVER:	Martha Santiago
SECONDER:	Bill Braswell
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

P.3. Public Hearing to Consider Adoption of a Resolution Allowing for the Installation of Two Traffic Calming Devices (Speed Humps) on Central Avenue Northwest, Near Kathleen. (estimated $10,000.00 one-time expense)

Minutes: Amy Gregory, Traffic Manager, showed slides and reviewed the resolution allowing for the installation of two traffic calming devices on Central Avenue Northwest, near Kathleen. She said that they received the required 80% favorable votes. She recommended approval.

Upon question, Ms. Gregory confirmed that this is initiated by the residents. She said there are three properties along this stretch.

Commissioner Combee said he has gotten calls on this and said people look at this as the main road in Kathleen and it is like putting speed humps on South Florida Avenue.

Ms. Gregory said they got two yes votes and one did not respond. She said if they do not respond it is considered a yes vote. She said it is stipulated in the letter that if they do not respond it is a yes vote.

The Chair opened a public hearing; no one spoke.

RESULT:	**APPROVED**
MOVER:	Martha Santiago
SECONDER:	Bill Braswell

AYE:	Lindsey, Braswell, Santiago, and Wilson
NAY:	Combee

P.4. Public Hearing to Consider Adoption of a Resolution Allowing for the Installation of Four Traffic Calming Devices (Speed Humps) on Colonial Avenue, Near Lakeland. (estimated $20,000.00 one-time expense)

Minutes: Amy Gregory, Traffic Manager, showed slides and reviewed the resolution allowing for the installation of four traffic calming devices on Colonial Avenue, near Lakeland. She said that they received the required 80% favorable votes. She recommended approval.

The Chair opened a public hearing.

Christopher Jones said he and his wife initiated this request. He said since the roads were being repaved they asked that this be done. He discussed speaking to the neighbors and he said that this is used as a main road. He discussed speeding. He discussed the traffic from Southeastern University. He said he appreciates the Israeli flag on the dais. He said this road is a drag strip.

The Chair closed the public hearing.

RESULT:	**APPROVED**
MOVER:	Rick Wilson
SECONDER:	Bill Braswell
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

P.5. Public Hearing to Consider Adoption of a Resolution Allowing for the Installation of Seven Traffic Calming Devices (Speed Humps) on Ellerbe Way and Griffin Avenue, Near Lakeland. (estimated $35,000.00 one-time expense)

Minutes: Amy Gregory, Traffic Manager, showed slides and reviewed the resolution allowing for the installation of seven traffic calming devices on Ellerbe Way and Griffin Avenue, near Lakeland. She said they received the required 80% favorable votes. She recommended approval.

The Chair opened a public hearing; no one spoke.

RESULT:	**APPROVED**
MOVER:	Neil Combee
SECONDER:	Bill Braswell
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

P.6. Public Hearing to Consider Adoption of a Resolution Allowing for the Installation of Six Traffic Calming Devices (Speed Humps) on Lake Thomas Drive, Near Winter Haven. (estimated $30,000.00 one-time expense)

Minutes: Amy Gregory, Traffic Manager, showed slides and reviewed the resolution allowing for the installation of six traffic calming devices on Lake Thomas Drive, near Winter Haven. She said that they received the required 80% favorable votes. She

recommended approval.

Upon question, Ms. Gregory said that she can get the Board the information on the number of applications that do not meet the criteria. She said the request came from a resident on the north side and there is a different traffic pattern on the south side. She said that there was not a request for the south side.

The Chair opened a public hearing.

Bob Hayes said the road is not a continuous loop and the south may not get the cut through traffic. He said there are 18 streets that intersect Lake Thomas Drive. He discussed people on their cell phones and not paying attention while driving. He said people do not slow down. He said to take this into consideration.

Ms. Gregory said 875 was the daily car traffic and the average speed was 40 m.p.h.

Dustin Bovill said they are for this. He said they have three small boys and the amount of traffic speeding is ridiculous. He said they are going past his house 30 - 40 m.p.h. He discussed his dog being hit by a car. He said this is always used as a cut-through.

Monica Caputo said she is in favor of this. She said that people do use this as a cut-through. She said people go 50 m.p.h. She said there is no sidewalk.

Lyle Herbst said he lives on the street and said he agrees with the two prior speakers. He said that people walk in the morning and there are no sidewalks. He said people jump into the lawns to avoid the cars. He asked for a sidewalk to be put in. He discussed the high speeding.

Darlene Baker said she lives where the humps are being put in. She said there are one or two people who go too fast. She said she always walks and it is a quiet community and she said this is not an everyday thing. She said she would like a sidewalk and that they need law enforcement to give tickets. She said the speed bump would be the last thing to do. She said they do need another stop sign.

Chair Lindsey said that we do have a Sidewalk Advisory Committee that makes recommendations to the Board to fund the sidewalk requests.

The Chair closed the public hearing.

Commissioner Combee said all of us up here feel their pain. He said all of us drive and we see what is going on here. He said he would love to see more enforcement.

RESULT:	**APPROVED**
MOVER:	Neil Combee
SECONDER:	Bill Braswell
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

P.7. Public Hearing to Consider Adoption of a Resolution Allowing for the Installation of Nine Traffic Calming Devices (Speed Humps) on Wakulla Drive, Near Winter

Haven. (estimated $45,000.00 one-time expense)

Minutes: Amy Gregory, Traffic Manager, showed slides and reviewed the resolution allowing for the installation of nine traffic calming devices on Wakulla Drive, near Winter Haven. She said that they received the required 80% favorable votes. She recommended approval.

The Chair opened a public hearing.

Frank Tilley said he is concerned about the water flow with the speed hump. He said he is the last one and the water comes into his driveway. He said he would like staff to take that into consideration.

Chair Lindsey said they will direct staff to take that into consideration.

Lindsey Walker said she started the petition. She said there are bus tops and when people are flying down the road they cut in people's yards. She said there are a lot of walkers and there are no street lights in the neighborhood. She said the road is narrow and there is no room for sidewalks. She said she is in favor of speed humps.

Travis Farnum said the last speed hump is on their property. He said no one uses any of the stop signs and he said someone did 60 m.p.h. by his house. He said he is for the speed humps that they would like consideration from the spacing. He said water comes from the driveway into the retention pond.

Roads and Drainage Director Jay Jarvis confirmed that they are looking at not impeding drainage flow with the speed humps

The Chair closed the public hearing.

RESULT:	**APPROVED**
MOVER:	Martha Santiago
SECONDER:	Rick Wilson
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

ANNOUNCEMENTS

Minutes: Meeting adjourned at 10:19 a.m.

Agenda Item G.1. 11/7/2023

SUBJECT

Conservation Land Acquisition Selection Advisory Committee (CLASAC) recommendations on the following sites nominated to the Environmental Lands Program are to pursue acquisition on EL-100-23, EL-101-23, EL-102-23, EL-104-23 and EL-105-23 and to not pursue acquisition of EL-103-23. (No Fiscal Impact)

DESCRIPTION

The Polk County Board of County Commissioners ("Board") adopted Polk County Ordinance No. 22-050 ("Ordinance") calling for a bond referendum on November 8, 2022 to finance capital projects related to the acquisition, preservation, protection, management, operation and restoration of environmental lands, water resources and important fish and wildlife habitat ("Bond Referendum")

A majority of voters of Polk County approved the Bond Referendum. The Ordinance provides that upon passing of the Bond Referendum, the Board shall create the Polk County Conservation Land Acquisition Selection Advisory Committee ("CLASAC") by resolution; and the Board adopted Resolution No. 2023-009 on February 7, 2023, creating the CLASAC to assist the Board in determining the acquisition of land in accordance with the Ordinance.

The Ordinance provides that each proposed site will undergo a preliminary site assessment by the County to ensure the lands meet the basic criteria of environmental lands; and provides the criteria which will be considered in evaluating lands include (A) Water Resources, (B) Natural Communities and Landscape, (C) Plants and Animals, (D) Human Values, and (E) Management.

Resolution No. 2023-009 authorizes CLASAC to create subcommittees consisting of members and non-members of the CLASAC. CLASAC created a technical advisory group (TAG) to assist CLASAC in the technical fact-finding that is necessary in evaluating lands in accordance with the criteria provided in the Ordinance.

The following sites have been evaluated by TAG and the recommendations made by CLASAC. These sites are now presented to Board, for Board to determine if staff should pursue acquisition or not pursue acquisition.

EL-100-23 Friedlander / TAG = 89 / CLASAC = YES to Pursue Acquisition
EL-101-23 Fulton / TAG = 75 / CLASAC = YES to Pursue Acquisition
EL-102-23 Astute / TAG = 80 / CLASAC = YES to Pursue Acquisition
EL-103-23 Davidson / TAG = 55 / CLASAC = NO to Pursue Acquisition
EL-104-23 Raley / TAG = 85 / CLASAC = YES to Pursue Acquisition
EL-105-23 Creek Legacy / TAG = 95 / CLASAC = YES to Pursue Acquisition

If the Board approves staff to purse acquisition, staff will enter discussions with the property owners, seek acquisition partners as appropriate and conduct due diligence. Then any agreement drafted will be brought back to the Board for consideration of
approval for acquisition.

RECOMMENDATION

Approve Conservation Land Acquisition Selection Advisory Committee (CLASAC) recommendation of the following:

1. Pursue acquisition under the Environmental Lands Program for EL-100-23, EL-101-23, EL-102-23, EL-104-23 and EL-105-23

2. Approve staff to pursue acquisition of these recommended sites.

3. Do not pursue acquisition of EL-103-23 under the Environmental Lands Program.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Tabitha Biehl, Land and Water Natural Areas Manager
Parks and Natural Resources Division
(863) 534-7377 tabithabiehl@polk-county.net <mailto:tabithabiehl@polk-county.net>

Gaye Sharpe, Director
Parks and Natural Resources Division
(863) 534-7377 gayesharpe@polk-county.net <mailto:gayesharpe@polk-county.net>

Agenda Item H.1. 11/7/2023

SUBJECT

Approve Standard Grant Agreement #22FRP12 with the State of Florida Department of Environmental Protection (FDEP) to provide funding for the project: “Polk County Peace Creek Canal Basin Wetland Restoration” ($7,050,000 one-time revenue).

DESCRIPTION

The Peace Creek Basin is entirely within Polk County and along with the Saddle Creek Watershed form the headwaters of the Peace River. The wetlands within the Peace Creek basin have been extensively ditched and canaled resulting in a lack of water storage and loss of historic aquatic habitat. Additionally, the changes within the Peace Creek basin have contributed to downstream water quality nutrient impairments in the Peace River. Polk County is currently evaluating the Peace Creek Canal Basin and has identified priority areas to restore historic wetlands that will minimize flood risk, increase wetland function, increase water storage, and improve water quality.

In response to that evaluation, Polk County submitted an application called “Restoring Historic Wetland to provide Resiliency and Minimize Flood Risk in the Peace Creek Canal” to the State’s Resiliency Implementation Grant cycle in 2022. As part of implementing resiliency efforts, the state awarded Polk County funding for property acquisition and restoration within the Peace Creek Basin.

Through this agreement, FDEP awarded Polk County with $7,050,000 towards acquisition and restoration. Matching funds are being provided through American Rescue Plan funds from prior, current, and future year budgets, in the form of project design, permitting, and acquisition ($7,950,000).

Approval of this grant agreement is the next step towards moving this resiliency project forward to protect and restore critical wetlands as approved by FDEP.

The project has been approved by the Stormwater Technical Advisory Committee (STAC).

RECOMMENDATION

Approve Standard Grant Agreement #22FRP12 with the State of Florida Department of Environmental Protection (FDEP) to provide funding for the project: “Polk County Peace Creek Canal Basin Wetland Restoration”.

FISCAL IMPACT

Project costs ($15,000,000) are budgeted in the FY 23/24 CIP Peace Creek Canal Project.

CONTACT INFORMATION

Greg Knothe, Water Resources Project Manager
Parks and Natural Resources Division
(863) 534-7377
gregknothe@polk-county.net <mailto:gregknothe@polk-county.net>

Tabitha Biehl, Land and Water Natural Areas Manager
Parks and Natural Resources Division
(863) 534-7377
tabithabiehl@polk-county.net <mailto:tabithabiehl@polk-county.net>

Gaye Sharpe, Director
Parks and Natural Resources Division
(863) 534-7377
gayesharpe@polk-county.net <mailto:gayesharpe@polk-county.net>

REQUEST FOR LEGAL SERVICES

Please add your drawer #

TO: County Attorney's Office

Attention: Breezi Hicks (Drawer No. AT01)

FROM: Greg Knothe Ext. 252

DIV: Parks and Natural Resources

DATE: September 19, 2023

Request (In detail):

Review for approval the Standard Grant Agreement #22FRP12 with the State of Florida Department of Environmental Protection (FDEP) to provide funding for the project: "Polk County Peace Creek Canal Basin Wetland Restoration".

9/26/23- Good to go

Please indicate any time limits involved and attach all necessary documentation.

For County Attorney office use only:
Assign to: Breezi
County Attorney Project No.: 567
Logged out: 9-26-23

Date: County Attorney SEP 20 2023

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Polk County Peace Creek Canal Basin Wetland Restoration**
Agreement Number: **22FRP12**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **Polk County, a Political Subdivision of the State of Florida**
Entity Type: **Local Government**
Grantee Address: **P.O. Box 988, Bartow, Florida 33831**
FEID: **59-6000809** (Grantee)

3. Agreement Begin Date: **Upon Execution**
Date of Expiration: **9/30/2026**

4. Project Number: **FRP012** *(If different from Agreement Number)*
Project Location(s): **Polk County**

Project Description: **The wetland restoration project will provide improvements to address flooding issues that cause down stream flooding in a rapidly urbanizing basin.**

5. Total Amount of Funding: **$ 7,050,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☐ State ☒ Federal	**152-D 22**	$ **7,050,000.00**
☐ State ☐ Federal		$
☒ Grantee Match		$ **7,950,000.00**
	Total Amount of Funding + Grantee Match, if any:	$ **15,000,000.00**

6. Department's Grant Manager
Name: _____ or successor
Address: **Resilient Florida Program**, **2600 Blair Stone Road, MS235**, **Tallahassee, Florida 32399**
Phone: **850-245-8675**
Email: **Ashley.M.Larson@FloridaDEP.gov**

Grantee's Grant Manager
Name: **Tabitha Biehl** or successor
Address: **4177 Ben Durrance Road**, **Bartow, Florida 33830**
Phone: **863-534-7377**
Email: **tabithabiehl@polk-county.net**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- ☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- ☒ Attachment 2: Special Terms and Conditions
- ☒ Attachment 3: Grant Work Plan
- ☒ Attachment 4: Public Records Requirements
- ☒ Attachment 5: Special Audit Requirements
- ☒ Attachment 6: Program-Specific Requirements
- ☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
- ☒ Attachment 8: Federal Regulations and Terms (Federal)
- ☐ Additional Attachments (if necessary):
- ☒ Exhibit A: Progress Report Form
- ☐ Exhibit B: Property Reporting Form
- ☒ Exhibit C: Payment Request Summary Form
- ☐ Exhibit D: Quality Assurance Requirements
- ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
- ☒ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808
- ☒ Additional Exhibits (if necessary): **Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, and Exhibit H: Contractual Services Certification**

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	**SLFRP0125**
Federal Award Date to Department:	**2/4/2022**
Total Federal Funds Obligated by this Agreement:	**$7,050,000.00**
Federal Awarding Agency:	**U.S. Department of Treasury**
Award R&D?	☐ Yes ☒N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

Polk County, a Political Subdivision of the State of Florida **GRANTEE**

By _____
(Authorized Signature) Date Signed

George Lindsey III, Chairman, Polk County

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____
Secretary or Designee Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

ORCP Additional Signatures

DEP Grant Manager, Ashley Larson

DEP QC Reviewer, Hanna Tillotson

Grantee may add additional signatures below, if needed.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

g. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

h. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

i. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

j. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

k. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

   i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

   ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the

terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;

b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;

c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;

d. Failure to honor any term of the Agreement;

e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;

f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;

g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity;

may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan

Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
    ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
    iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the

Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 22FRP12

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Polk County Peace Creek Canal Basin Wetland Restoration. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☐	☒	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☒	☒	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
The Grantee is authorized to purchase the land described in Attachment 3, Grant Work Plan. All land acquired under this Agreement shall be used in perpetuity for the purposes described herein. As agreed by the Grantee at the Department's request, the Grantee shall execute and record a separate Declaration of Restrictive Covenants (DRC) that shall run with the title to the Property. The Grantee shall provide a copy of the recorded DRC to the Department as evidence of compliance with this provision and shall comply with all other requirements and prohibitions listed in the recorded DRC. Any applicable recording fees and costs are the sole responsibility of the Grantee.

7. Match Requirements

The Agreement requires at least a 53% match on the part of the Grantee. Therefore, the Grantee is responsible for providing $7,950,000.00 through cash or third party in-kind towards the project funded under this Agreement. The Grantee may claim allowable project expenditures made on July 1, 2021 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
   The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
   If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
   The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 5% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Additional Terms.
Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 22FRP12

ATTACHMENT 3

PROJECT TITLE: Polk County Peace Creek Canal Basin Wetland Restoration

PROJECT LOCATION: The Project is located in Peace Creek Canal Basin, Polk County, Florida.

PROJECT DESCRIPTION:
Polk County, a Political Subdivision of the State of Florida (Grantee) will conduct the Polk County Peace Creek Canal Basin Wetland Restoration project (Project) which will re-establish and protect a network of wetlands that will increase wetland function and water storage. The protection of lands will address flooding concerns in the Peace Creek Canal Basin and provide a valuable wildlife corridor. By recreating historical wetlands, the system will be designed to contain the severe storm events that cause flooding and improve the sustainability of wetland storage and will also provide water quality and surface water protection in a sustainable manner. This project includes design and acquisition activities related to the restoration of historic wetlands in the Peace Creek Canal Basin. Note: Polk County, a Political Subdivision of the State of Florida is the Grantee, but the Project will be managed by the Polk County Parks & Natural Resources Division.

TASKS AND DELIVERABLES:

Task 1 - Design and Permitting

Description: The Grantee will acquire professional services for the engineering and design of the watershed assessment model for Peace River Watershed and two treatment wetland designed projects in the Peace Creek Canal and identify all necessary permits for construction of the Project. Design and permitting activities may include coastal or civil engineering analyses, preparation of plans and specifications, physical and environmental surveys, cultural resource surveys, design-level geotechnical services, environmental analyses, orthophotography, plan formulations and other necessary studies for obtaining environmental permits, and other Project-related authorizations. The Grantee will submit all work products to the appropriate local, state, and federal regulatory agencies.

Deliverables: The Grantee will submit:

- **1.1** All final design documents as signed by a Florida-registered Professional Engineer or other applicable Florida Licensed Professional in responsible charge of the design; and
- **1.2** A copy of final permit documents from all applicable local, state, and federal regulatory agencies.

Task 2 - Land Acquisition

Description: The Grantee will acquire fee simple or less-than-fee simple interest on properties within the critical lands in the Peace Creek Canal Basin. The Grantee, in collaboration with the Department, will also execute and record a separate Declaration of Restrictive Covenants (DRC) that shall run with the title to the Property. Costs related to pre-acquisition and acquisition activities will be reimbursable. These property interests will be held by the Grantee.

Deliverables: The Grantee will submit:

- **2.1:** A copy of all appraisals;
- **2.2:** A copy of either the closing statement or all closing documents;
- **2.3:** A copy of the title exam/insurance;
- **2.4:** A property survey;
- **2.5:** A boundary map;
- **2.6:** The deed, recorded easement, or property interest; and
- **2.7:** A copy of the recorded DRC.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Local Amount	Total Amount	Task Start Date	Task Due Date
1	Design and Permitting	Contractual Services	$0	$1,950,000	$1,950,000	Upon Execution	6/30/2026
2	Land Acquisition	Land Acquisition	$7,050,000	$6,000,000	$13,050,000	Upon Execution	6/30/2026
		Total:	**$7,050,000**	**$7,950,000**	**$15,000,000**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. 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 contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, 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 the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement)* to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	U.S. Department of Treasury	21.027	SLFRP0125	$7,050,000.00	152-D22
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$7,050,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6

1. Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.

2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.

3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.

4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:

   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

5. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.

6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

   The next printed line must identify the month and year of the publication.

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.

10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).

11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards), and raw data sources shall be defined within the associated metadata.

12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

ATTACHMENT 8
Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than $150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
C. Wholly or partly suspend or terminate this Contract.
D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient 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, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
    i. 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 Recipient 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 Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Recipient 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.

F. The Recipient 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.

G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient 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 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.

H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of $100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non- Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean air Act (42 U.S. C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of $100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control

Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding $100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies 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. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:
https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

i. Grantees who apply or bid for an award of $100,000 or more shall file the required certification. 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.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or 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 partof any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
B. Procure a commercial sex act during the period of time that the award is in effect; or
C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to $30,000 awarded on or after October1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that 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 Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative descripting the recipient's compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

All funds from SLFRF must be obligated by December 31, 2024 and expended by December 31, 2026.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

i. Projected/actual construction start date (month/year)
ii. Projected/actual initiation of operation date (month/year)
iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER $10 MILLION

For infrastructure projects over $10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

i. The number of employees of contractors and sub-contractors working on the project;
ii. The number of employees on the project hired directly and hired through a third party;
iii. The wages and benefits of workers on the project by classification; and
iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project

workforce continuity plan, detailing:

i. How the Grantee will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;

ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;

iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associatedwith workplace illnesses, injuries, and fatalities;

iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and

v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts, as appliable:

i. National Pollutant Discharge Elimination System (NPDES) Permit Number, for projects aligned with the Clean Water State Revolving Fund

ii. Public Water System (PWS) ID number, for projects aligned with the Drinking Water State Revolving Fund.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

EXHIBIT F

DEP AGREEMENT NO. 22FRP12

POLK COUNTY PEACE CREEK CANAL BASIN WETLAND RESTORATION

Polk County, a Political Subdivision of the State of Florida

Final Project Report

Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 22FRP12

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: (_____) _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

Photo/video/audio/artwork/recording file name(s): _____

Location of photo/video/audio recording/artwork: _____

Name of person accepting Work submission _____

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 22FRP12

Project Title: Polk County Peace Creek Canal Basin Wetland Restoration

Grantee: Polk County, a Political Subdivision of the State of Florida

---

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

_____ is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature: Date:

Agenda Item H.2. 11/7/2023

SUBJECT

Request Board approve (1) construction contract with CenState Contractors, Inc. for the Jordan's Grove ground storage reservoir & high service pump station project (one-time expense of $3,070,000.00 from American Rescue Plan Funds and $1,599,350.00 from Utilities Operating Funds), and (2) CIP amendment to the FY 24/25 Utilities Community Investment Program Expansion budget from reserves in the amount of $278,908.00.

DESCRIPTION

The Polk County's Utilities Division (PCU) requested Procurement to solicit bids from qualified contractors who were interested in the installation of a 1.0-million-gallon ground storage tank and high-service pumps at Jordan's Grove Facility, located at 428 Sardinia Circle within the William's Preserve Development in Davenport Florida. The Master Plan for the Northeast Regional Utility Service Area (NERUSA) projects that future growth will result in reclaimed water pressure deficiencies in the eastern part of the NERUSA. This project will result in a larger storage tank and a high-service pump system to maintain adequate system pressure in the future.

Bid 23-514, Jordan's Grove Ground Storage Reservoir & High Service Pump Station was issued, and two (2) contractors submitted a bid.

Company	Location	Total
CenState Contractors, Inc.	Winter Haven, FL	$4,447,000.00
Vogel Bros Building Co.	Lakeland, FL	$5,016,185.00

A recommendation of award was issued to CenState Contractors, Inc. and no protests were received. In accordance with Resolution No. 13-066, 5% was added for allowance work for $222,350.00 and is included in the proposed contract award totaling $4,669,350.00. The contract time for this project is 365 days for final completion. Allowance time for the project is 54 days.

The budgeted amount for the Jordan's Grove Ground Storage Reservoir & High Service Pump Station project was $4,675,000.00. Based on prior expenses and encumbrances, $4,390,442.55 remains available, therefore, a budget transfer from reserves is necessary in the amount of $278,908.00.

RECOMMENDATION

Request Board approve (1) construction contract with CenState Contractors, Inc in the amount of $4,669,350.00 for Bid 23-514, Jordan's Grove Ground Storage Reservoir & High Service Pump Station and (2) a CIP amendment to the FY 24/25 Utilities CIP budget and budget transfer from

reserves in the amount of $278,908.00.

FISCAL IMPACT

Upon approval of the budget transfer from reserves, funding in the amount of $4,669,350.00 will be available in the American Rescue Plan and Utilities 5-year CIP Funds for the Jordan's Grove Ground Storage Reservoir & High Service Pump Station project.

CONTACT INFORMATION

Danielle Rose
Senior Procurement Analyst
863.534.7593
daniellerose@polk-county.net

PART E
CONTRACT

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

WITNESSETH: Whereas the Contractor agrees with the County, for the consideration herein mentioned, and at their own proper cost and expense, to perform all the Work and furnish all the material, equipment, supplies and labor necessary to carry out this agreement in the manner and to the fullest extent as set forth in the attached Bid documents, being hereby made as such a binding part of this Contract as if written word for word herein, and whereas the Contractor has furnished satisfactory Bond and has complied with insurance requirements of the Specifications in Bid 23-514, Jordan's Grove Ground Storage Reservoir & High Service Pump Station.

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 $4,447,000.00 plus the Allowance Work amount of $222,350.00 the total sum being $4,669,350.00. This total contract price shall be reduced by the unused amount of the allowance, if such Work is not completed.

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

Article 4 Time of Beginning and Completion: The Contractor agrees to begin Work within 10 calendar days after issuance of a Notice to Proceed by the Procurement Division. The Contractor will complete all Work necessary to reach Beneficial Occupancy within 335 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 365 days. The allowance time for this project is 54 days.

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

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

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

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

IN WITNESS THEREOF, the parties hereto have executed this Contract as of the Effective Date.

ATTEST:
STACY M. BUTTERFIELD, CLERK

BY:_____
DEPUTY CLERK

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

Sandra B. Hart 10/25/23
County Attorney's Office Date

ATTEST:

Corporate Secretary B. Scott Short

SEAL

CONTRACTOR: CenState Contractors, Inc.

BY:_____
Authorized Corporate Officer or Individual

B. Scott Short
(Printed or Typed Name of Signer)

President
(Printed or Typed Title of Signer)

2288 Executive Rd., Winter Haven, FL 33884
(Business Address of Contractor)

(863) 324-3882
(Telephone Number)

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

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

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF Florida County OF Polk
The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this October 24, 2023 (Date) by B. Scott Short (Name of officer or agent) as President (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and ☑ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects.
Subscribed and sworn to (or affirmed) before me this October 24, 2023 (Date) _____
Shawna Bologna (Official Notary Signature and Notary Seal)
_____ (Name of Notary typed, printed or stamped)
Commission Number HH205902 Commission Expiration Date 02/25/2026

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 _____

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

Detail by Entity Name

Florida Profit Corporation
CENSTATE CONTRACTORS, INC.

Filing Information

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

Principal Address

2288 EXECUTIVE ROAD
WINTER HAVEN, FL 33884

Changed: 04/02/1996

Mailing Address

P O DRAWER 552
WINTER HAVEN, FL 33882-0552

Changed: 04/02/1996

Registered Agent Name & Address

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

Address Changed: 02/04/2022

Officer/Director Detail

Name & Address

Title PVST

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

Annual Reports

Report Year	Filed Date

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

Florida dbpr Department of Business & Professional Regulation

ONLINE SERVICES

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

LICENSEE DETAILS

2:26:27 PM 9/11/2023

Licensee Information

Name:	**SHORT, BYRON SCOTT (Primary Name)**
	CEN STATE CONTRACTORS INC (DBA Name)
Main Address:	**PO BOX 552** **WINTER HAVEN Florida 33882**
County:	**POLK**
License Location:	**2288 EXECUTIVE RD** **P O BOX 552** **WINTER HAVEN FL 33882-0552**
County:	**POLK**

License Information

License Type:	**Certified General Contractor**
Rank:	**Cert General**
License Number:	**CGC025931**
Status:	**Current,Active**
Licensure Date:	**06/23/1983**
Expires:	**08/31/2024**

Special Qualifications	Qualification Effective
Construction Business	**02/20/2004**

Alternate Names

View Related License Information
View License Complaint

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SHORT, BYRON SCOTT

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

LICENSE NUMBER: CGC025931

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

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An official website of the United States government
Here's how you know

You have 1 new alerts
Show / Hide Alerts

CENSTATE CONTRACTORS, INC.

This entity record has been validated as unique and existing, but is not registered in SAM.

Physical Address
2288 EXECUTIVE RD
WINTER HAVEN, FLORIDA, 33884-7100
USA

Unique Entity ID
XSWRQ79EMUQ1

Version
Current Record

Feedback

Our Website
Our Partners
Policies
Customer Service

General Services Administration

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

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fsd.gov

Home > INC-GSAFSD9145257

Search

Invalid Additional Information - 1 Reference Number: 2b7f0e25-075e-4e21-ba0c-73ed6d6cf135

28d ago • **Additional comments**

Hello,

Thank you for opening a ticket. We reviewed your document and were unable to locate your entity's date of incorporation. Please upload documentation to SAM.gov that provides evidence of your entity's correct date of incorporation so we can update our records. Examples of acceptable documents include screenshots of your entity's secretary of state's website, Official Acknowledgement of FILED Articles/Certificate of Organization/Incorporation, or FILED Tax Returns/Filings.

To upload documentation:
Sign in to SAM.gov.
Select "Workspace" in the top navigation bar, then select the "Entities" box to locate the incident you have created.
Select the "+" to expand the incident and then select "View" to expand your ticket information.
Under "Supporting Attachments" select "Choose from folder" or drag your documentation here to upload it.
See full instructions with screenshots: https://go.usa.gov/xuSVM (please copy and paste the URL or type it in exactly as written).
IMPORTANT: At least one document that is less than five years old must contain both your correct legal business name and your correct physical address.
If you provide documentation that is not current (e.g., with an old entity name or address), you must also submit documentation of the change (e.g., transfer of business). In your documentation, indicate which information is current.
More information on documentation: https://go.usa.gov/xuSVt (please copy and paste the URL or type it in exactly as written).
Acceptable documentation types include:
Official Acknowledgement of FILED Articles/Certificate of Organization/I
FILED Tax Returns/Filings
Articles/Certificate of Formation
"Doing Business As" Documentation

Live Chat

Priority

3 - Moderate

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29d ago

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15d ago

Attachments

API.pdf (3.5 KB)

29d ago

NOTE: Please do not attach documents containing Personally Identifying Information (PII), Controlled Unclassified Information (CUI), or other sensitive, unsolicited information to your FSD Tickets. All Entity Validation Data related to UEI must be submitted via SAM.gov. Entity Administrator Appointment Letters may be attached to FSD tickets after logging into FSD via Login.gov.

FLORIDA SURETY BONDS, INC.

620 N. Wymore Road, Suite 200
Maitland, FL 32751
407-786-7770
Fax 407-786-7766

888-786-BOND (2663)
Fax 888-718-BOND (2663)

www.FloridaSuretyBonds.com

October 12, 2023

Polk County
330 West Church Street
Bartow, FL 33830,

RE: AUTHORITY TO DATE BONDS AND POWERS OF ATTORNEY
Principal: CenState Contractors, Inc.
Bond No: 352773Q
Project: 23-514, Jordan's Grove Ground Storage Reservoir & High Service Pump Station

Dear Sir or Madam:

Please be advised that as Surety on the above referenced bond, executed on your behalf for this project, we hereby authorize you to insert the contract date onto the contract bonds and powers of attorney.

Once dated, please email to Debbie@FloridaSuretyBonds.com
or fax a copy of the bonds to our office at (407) 786-7766.

Sincerely,
Westfield Insurance Company

Lisa Roseland

Lisa Roseland
Attorney-In-Fact
& Florida Licensed Resident Agent

EXHIBIT II: PERFORMANCE BOND

FRONT PAGE
F.S. CHAPTER 255.05

BOND NO.:	352773Q
CONTRACTOR NAME:	CenState Contractors, Inc.
CONTRACTOR ADDRESS:	2288 Executive Road, Winter Haven, FL 33884
CONTRACTOR PHONE NO:	863-324-3882
SURETY COMPANY:	Westfield Insurance Company
	PO Box 5001, Westfield Center, OH 44251-5001
	330-887-0101
OWNER NAME: OWNER ADDRESS: OWNER PHONE NO:	Polk County, a political subdivision of the State of Florida 330 W. Church St Bartow, FL 33830 (863) 534-6757
OBLIGEE NAME: (if contracting entity is different from the owner, the contracting public entity)	
OBLIGEE ADDRESS:	
OBLIGEE PHONE NO:	
BOND AMOUNT:	$4,669,350.00
CONTRACT NUMBER:	23-514, Jordan's Grove Ground Storage Reservoir & High Service Pump Station.
GENERAL DESCRIPTION OF PROJECT:	Furnish all labor, materials, supervision, and equipment necessary to perform all operations required for the demolition of existing equipment, piping, and hydropneumatics tank, and the construction of new a 1.0-million-gallon ground storage reservoir, two new high service pumps, two new jockey pumps, one new vertical turbine well pump, flow meter and control valve station and other items located in the Northeast Regional Utility Service Area (NERUSA).
PROJECT LOCATION:	The project is located at 428 Sardinia Circle, Davenport, Florida 33837.

Bond No: 352773Q

EXHIBIT II (cont'd): PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That CenState Contractors, Inc., as Principal, and Westfield Insurance Company, as Surety, located at One Park Circle, Westfield Center, OH 44251-9700 (PO Box 5001, Westfield Center OH 44251-5001) (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of Dollars ($ 4,669,350.00-----) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if 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 October 24, 2023 (the "Purchase Order") between Principal and Obligee for performance of all operations required for the proper rehabilitation of Cured-In-Place (CIPP) lining and installation of approximately 1,400 liner feet of 8-inch gravity sewer pipes, 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 24th day of October, 2023.

ATTEST:

PRINCIPAL: CenState Contractors, Inc.

BY: _____ (SEAL)

Witness: Jessica A Watters

Authorized Signature (Principal)

Printed Name: B. Scott Short

Witness: Jennifer J Prater

Title of Person Signing Above: President

ATTEST:

SURETY: Westfield Insurance Company

Printed Name: Lisa Roseland

Witness: Alexis Woodham

Alexis Woodham, Witness

Attorney in Fact

_____ (SEAL)

Lisa Roseland*, Attorney-In-Fact

Witness: _____

Elizabeth Womack

Printed Name & FL Licensed Resident Agent

Business Address PO Box 5001, Westfield Center, OH 44251-5001

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.

*Inquiries: 407-786-7770

Executed in 2 Counterparts.

Bond No: 352773Q

EXHIBIT III: PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That CenState Contractors, Inc.*, as Principal, and Westfield Insurance Company, as Surety, located at One Park Circle, Westfield Center, OH 44251-9700 (PO Box 5001, Westfield Center OH 44251-5001) 330-887-0101 (Business Address) are held and firmly bound unto Polk County,** a political subdivision of the State of Florida, as Obligee in the sum of Four Million Six Hundred Sixty Nine Thousand*** Dollars ($ 4,669,350.00-------) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if 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 October 24, 2023 (the "Purchase Order") between Principal and Obligee for;

23-514, Jordan's Grove Ground Storage Reservoir & High Service Pump Station, 428 Sardinia Circle, Davenport, Florida 33837.

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.

* 2288 Executive Road, Winter Haven, FL 33884, (863)324-3882

** 330 West Church Street, Bartow, FL 33830, (863)534-6757

*** Three Hundred Fifty and 00/100

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 24th day of October, 2023.

ATTEST:

PRINCIPAL: CenState Contractors, Inc.

Witness Jessica Watson

BY: _____ (SEAL)

Authorized Signature (Principal)

Witness Jennifer Slater

Printed Name B. Scott Short

President

Title of Person Signing Above

ATTEST:

SURETY: Westfield Insurance Company

Printed Name

Witness Alexis Woodham

Alexis Woodham, Witness

Attorney in Fact: Lisa Roseland

Witness _____

Elizabeth Womack

Lisa Roseland*, Attorney-In-Fact & FL Licensed Resident Agent (SEAL)

Printed Name

PO Box 5001, Westfield Center, OH 44251-5001

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.

*Inquiries: 407-786-7770

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 02/22/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

CERTIFIED COPY

POWER NO. **0990992 01**

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

Westfield Center, Ohio

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

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

of **MAITLAND** and State of **FL** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship**- - - -

Ohio Farmers Insurance Company

BestLink **AMB #: 002381 NAIC #: 24104 FEIN #: 340438190**

Mailing Address
P.O. Box 5001
Westfield Center, Ohio 44251-5001
United States

View Additional Address Information

Web: www.westfieldinsurance.com
Phone: 330-887-0101
Fax: 330-887-0840

AM Best Rating Unit: AMB #: 000730 - Westfield Group

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

View additional news, reports and products for this company.

Based on AM Best's analysis, 002381 - Ohio Farmers Insurance Company is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A (Excellent)
Affiliation Code:	p (Pooled)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	January 31, 2023
Initial Rating Date:	June 30, 1911

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a+ (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	January 31, 2023
Initial Rating Date:	November 30, 2007

Financial Size Category View Definition

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

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Scott Foley

Director: Robert Raber

Note: *See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

Disclosure Information

Disclosure Information Form
View AM Best's Rating Disclosure Form

View AM Best's Rating Review Form

Rating History

AM Best has provided ratings & analysis on this company since 1911.

Financial Strength Rating

Effective Date	Rating
January 31, 2023	A
January 20, 2022	A
January 12, 2021	A
December 12, 2019	A
November 27, 2018	A

Long-Term Issuer Credit Rating

Effective Date	Rating
January 31, 2023	a+
January 20, 2022	a+
January 12, 2021	a+
December 12, 2019	a+
November 27, 2018	a+

Related Financial and Analytical Data

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

AMB #	Company Name	Company Description
000730	Westfield Group (G) Rating Unit	Represents the AM Best Consolidated financials for the Property/Casualty business of this legal entity.

Best's Credit & Financial Reports

Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 000730 - Westfield Group.

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

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

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

View additional news, reports and products for this company.

Press Releases

Date	Title
Jan 20, 2022	AM Best Assigns Credit Ratings to Westfield Select Insurance Company; Affirms Ratings of Westfield Insurance Co and Affiliates
Jun 03, 2021	AM Best Assigns Credit Ratings to Westfield Specialty Insurance Company
Dec 12, 2019	AM Best Assigns Credit Ratings to New Members of Westfield Group; Affirms Westfield Insurance Company and Certain Affiliates
Feb 23, 2007	A.M. Best Withdraws Rating of Beacon Insurance Company of America Due to Merger

European Union Disclosures
A.M. Best (EU) Rating Services B.V. (AMB-EU), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment Institution (ECAI) in the EU. Therefore, credit ratings issued and endorsed by AMB-EU may be used for regulatory purposes in the EU as per Directive 2013/36/EU.

United Kingdom Disclosures
A.M. Best – Europe Rating Services Limited (AMBERS), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment Institution (ECAI) in the United Kingdom (UK). Therefore, Credit Ratings issued and endorsed by AMBERS may be used for regulatory purposes in the United Kingdom as per the Credit Rating Agencies (Amendment, etc.) (EU Exit) Regulations 2019.

Australian Disclosures
A.M. Best Asia-Pacific (Singapore) Pte. Ltd. (AMBAPS), Australian Registered Body Number (ARBN No. 35486928345), is a private limited company incorporated and domiciled in Singapore. AMBAPS is a wholesale Australian Financial Services (AFS) Licence holder (AFS No. 540265) under the Corporations Act 2001. Credit ratings emanating from AMBAPS are not intended for and must not be distributed to any person in Australia other than a wholesale client as defined in Chapter 7 of the Corporations Act. AMBAPS does not authorize its Credit Ratings to be disseminated by a third-party in a manner that could reasonably be regarded as being intended to influence a retail client in making a decision in relation to a particular product or class of financial product. AMBAPS Credit Ratings are intended for wholesale clients only, as defined.

Credit Ratings determined and disseminated by AMBAPS are the opinion of AMBAPS only and not any specific credit analyst. AMBAPS Credit Ratings are statements of opinion and not statements of fact. They are not recommendations to buy, hold or sell any securities or any other form of financial product, including insurance policies and are not a recommendation to be used to make investment /purchasing decisions.

Important Notice: AM Best's Credit Ratings are independent and objective opinions, not statements of fact. AM Best is not an Investment Advisor, does not offer investment advice of any kind, nor does the company or its Ratings Analysts offer any form of structuring or financial advice. AM Best's credit opinions are not recommendations to buy, sell or hold securities, or to make any other investment decisions. For additional information regarding the use and limitations of credit rating opinions, as well as the rating process, information requirements and other rating related terms and definitions, please view Guide to Best's Credit Ratings.

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Westfield Insurance Company

BestLink AMB #: 002382 NAIC #: 24112 FEIN #: 346516838

Mailing Address
P.O. Box 5001
Westfield Center, Ohio 44251-5001
United States

View Additional Address Information

Web: www.westfieldinsurance.com
Phone: 330-887-0101
Fax: 330-887-0840

AM Best Rating Unit: AMB #: 000730 - Westfield Group

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

View additional news, reports and products for this company.

Based on AM Best's analysis, 002381 - Ohio Farmers Insurance Company is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A (Excellent)
Affiliation Code:	p (Pooled)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	January 31, 2023
Initial Rating Date:	June 30, 1930

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a+ (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	January 31, 2023
Initial Rating Date:	November 30, 2007

Financial Size Category View Definition

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

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Scott Foley

Director: Robert Raber

Note: *See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

Disclosure Information

Disclosure Information Form
View AM Best's Rating Disclosure Form

View AM Best's Rating Review Form

Rating History

AM Best has provided ratings & analysis on this company since 1930.

Financial Strength Rating

Effective Date	Rating
January 31, 2023	A
January 20, 2022	A
January 12, 2021	A
December 12, 2019	A
November 27, 2018	A

Long-Term Issuer Credit Rating

Effective Date	Rating
January 31, 2023	a+
January 20, 2022	a+
January 12, 2021	a+
December 12, 2019	a+
November 27, 2018	a+

Best's Credit & Financial Reports

Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 000730 - Westfield Group.

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

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

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

View additional news, reports and products for this company.

Press Releases

Date	Title
Jan 20, 2022	AM Best Assigns Credit Ratings to Westfield Select Insurance Company; Affirms Ratings of Westfield Insurance Co and Affiliates
Dec 12, 2019	AM Best Assigns Credit Ratings to New Members of Westfield Group; Affirms Westfield Insurance Company and Certain Affiliates
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Australian Disclosures
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Westfield National Insurance Company

BestLink **AMB #: 004043 NAIC #: 24120 FEIN #: 341022544**

Mailing Address
P.O. Box 5001
Westfield Center, Ohio 44251-5001
United States

View Additional Address Information

Web: www.westfieldinsurance.com
Phone: 330-887-0101
Fax: 330-887-0840

AM Best Rating Unit: AMB #: 000730 - Westfield Group

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

View additional news, reports and products for this company.

Based on AM Best's analysis, 002381 - Ohio Farmers Insurance Company is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A (Excellent)
Affiliation Code:	p (Pooled)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	January 31, 2023
Initial Rating Date:	June 30, 1969

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a+ (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	January 31, 2023
Initial Rating Date:	November 30, 2007

Financial Size Category View Definition

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

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Scott Foley

Director: Robert Raber

Note: *See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

Disclosure Information

Disclosure Information Form
View AM Best's Rating Disclosure Form

View AM Best's Rating Review Form

Rating History

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

Financial Strength Rating

Effective Date	Rating
January 31, 2023	A
January 20, 2022	A
January 12, 2021	A
December 12, 2019	A
November 27, 2018	A

Long-Term Issuer Credit Rating

Effective Date	Rating
January 31, 2023	a+
January 20, 2022	a+
January 12, 2021	a+
December 12, 2019	a+
November 27, 2018	a+

Best's Credit & Financial Reports

Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 000730 - Westfield Group.

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

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

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

View additional news, reports and products for this company.

Press Releases

Date	Title
Jan 20, 2022	AM Best Assigns Credit Ratings to Westfield Select Insurance Company; Affirms Ratings of Westfield Insurance Co and Affiliates
Dec 12, 2019	AM Best Assigns Credit Ratings to New Members of Westfield Group; Affirms Westfield Insurance Company and Certain Affiliates

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Credit Ratings determined and disseminated by AMBAPS are the opinion of AMBAPS only and not any specific credit analyst. AMBAPS Credit Ratings are statements of opinion and not statements of fact. They are not recommendations to buy, hold or sell any securities or any other form of financial product, including insurance policies and are not a recommendation to be used to make investment /purchasing decisions.

Important Notice: AM Best's Credit Ratings are independent and objective opinions, not statements of fact. AM Best is not an Investment Advisor, does not offer investment advice of any kind, nor does the company or its Ratings Analysts offer any form of structuring or financial advice. AM Best's credit opinions are not recommendations to buy, sell or hold securities, or to make any other investment decisions. For additional information regarding the use and limitations of credit rating opinions, as well as the rating process, information requirements and other rating related terms and definitions, please view Guide to Best's Credit Ratings.

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PART D – **EXHIBITS**

EXHIBIT I: BID BOND

Executed in 1 Counterpart

KNOW ALL MEN BY THESE PRESENTS, that we CenState Contractors, Inc. (hereinafter called the Principal) and Westfield Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of OH, 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 Two Hundred Twenty Two Thousand Three Hundred Fifty dollars ($222,350.00) good and lawful money of the United States of America, to be paid upon demand of the County, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigned jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the County, a Bid Submittal for the purpose of Bid No. 23-514, Jordon's Grove Ground Storage Tank & High Service Pump Station
428 Dardnia Circle, Davenport, FL 33837

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 23rd day of August 20 23.

ATTEST:

Witness

Witness

PRINCIPAL: CenState Contractors, Inc.

BY: _____ (SEAL)
Authorized Signature (Principal)

B. Scott Short
Printed Name

President
Title of Person Signing Above

ATTEST:

Witness

Witness

SURETY: Westfield Insurance Company
Printed Name

BY: _____ (SEAL)
Attorney in Fact & FL Licensed Resident Agent

Susan L. Reich Inquiries: 407-786-7770
Printed Name

PO Box 5001 , Westfield Center, OH 44251-5001
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.

Susan L. Reich
License Number A217299

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 02/22/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

General
Power
of Attorney

CERTIFIED COPY

POWER NO. **0990992 01**

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

Westfield Center, Ohio

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

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

of **MAITLAND** and State of **FL** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship**- - - -

Rose, Danielle

From: Susan Reich <Susan@floridasuretybonds.com>
Sent: Tuesday, October 10, 2023 1:07 PM
To: Rose, Danielle
Cc: Jeff Reich
Subject: [EXTERNAL]: RE: Bid 23-514, Jordan's Grove Ground Storage Tank & High Service Pump Station Bid Bond - $222,350.00

Censtate had the authority to fill in the amount of the bid security. We will be pleased to honor the bid bond and will be ready to write the Performance and payment bond when awarded.

Polk County will get a good job from Censtate.

Best Regards,

Susan Reich, Vice-President
Florida Surety Bonds, Inc.
620 N. Wymore Road, Suite #200
Maitland, FL 32751
New Direct Dial: 407-478-6834 | Mobile: 407-353-1953
Email: Susan@FloridaSuretyBonds.com
Clients: Secure File Upload here

The finest compliment I can receive is a referral. Thank you for your partnership & your trust!

****

CONFIDENTIALITY NOTICE: This email message is intended only for the person or entity to whom it is addressed and may contain confidential and/or privileged material. Any unauthorized review, use, disclosure or distribution is prohibited.

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****
**

From: Rose, Danielle <DanielleRose@polk-county.net>
Sent: Tuesday, October 10, 2023 12:11 PM
To: Susan Reich <Susan@floridasuretybonds.com>
Subject: Bid 23-514, Jordan's Grove Ground Storage Tank & High Service Pump Station Bid Bond - $222,350.00

You don't often get email from daniellerose@polk-county.net. Learn why this is important

Good Afternoon, as a follow up to our phone conversation in reference to the above subject matter, **CenState Construction, Inc**. did/does in fact have the authority to input the full and just sum amount of 5% (**$222,350.00**) of the total bid amount $4,447,000.00 for the Bid Bond dated August 23, 2023 (attached)?

CENSCON-01 IBRIDGES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/24/2023

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

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

PRODUCER	CONTACT NAME: Heather Leivas	
Florida Insurance Center, Inc. 414 N Alexander St Plant City, FL 33563	PHONE (A/C, No, Ext): (813) 754-3561	FAX (A/C, No): (813) 754-3450
	E-MAIL ADDRESS: hleivas@floridainsurancecenter.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Westfield Insurance Company	24112
INSURED	INSURER B : Bridgefield Employers Ins Co	10701
CenState Contractors, Inc. P.O. Box 552 Winter Haven, FL 33882	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR	X	X	CMM1118335	10/1/2023	10/1/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY							
	X ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	OWNED AUTOS ONLY / SCHEDULED AUTOS	X		CMM1118335	10/1/2023	10/1/2024	BODILY INJURY (Per person)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							PIP	$ 10,000
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE			CMM1118335	10/1/2023	10/1/2024	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A	X	830-35120	10/1/2023	10/1/2024	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
A	Leased/Rented			CMM1118335	10/1/2023	10/1/2024	Limit:	300,000
A	Installation / Build			CMM1118335	10/1/2023	10/1/2024	Limit:	550,000

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

Project Name: Jordan's Gove GSR & HSP Station, 428 Sardinia Circle, Davenport, FL 33837

Polk County, a political subdivision of the State of Florida is included as additional insured with respect to general liability and auto liability when required by written contract . Waiver of subrogation applies to general liability and workers compensation in favor of Polk County, a political subdivision of the State of Florida, their officials, employees, agents and consultants.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Heather F Leivas

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EXHIBIT IV: NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

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

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

STATE OF Florida

COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 6th day of September, 2023, by B. Scott Short (*name*) as President (*title of officer*) of CenState Contractors, Inc (*entity name*), on behalf of the company, who ☑ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Shawna Bolognia

Printed Name of Notary Public: Shawna Bolognia

Notary Commission Number and Expiration: February 25, 2026

(AFFIX NOTARY SEAL)

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

EXHIBIT V: NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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

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

State of Florida)
SS
County of Polk)

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

1. They are President of Refrigeration and Elect. Serv Inc, hereafter referred to as the Subcontractor;

2. They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to _____ the Contractor for certain work in connection with Bid: 23-514, Jordan's Grove Ground Storage Reservoir & High Service Pump Station.

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

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

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

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 October, 2025 by Christopher P. Holley (*name*) as President (*title of officer*) of Refrigeration & Electric Sales (*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: Sandy Ramos

Notary Commission Number and Expiration: Feb 19th 2027.

(AFFIX NOTARY SEAL)

NOTARY PUBLIC STATE OF FLORIDA

SANDY RAMOS
Commission # HH 324030
Expires February 19, 2027

EXHIBIT V: NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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

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

State of Florida)
SS
County of Pasco)

Richard Wohlfiel, being first duly sworn, deposes and says that:

1. They are President of PAW Materials, Inc , hereafter referred to as the Subcontractor;

2. They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to PAW Materials, Inc the Contractor for certain work in connection with Bid: 23-514, Jordan's Grove Ground Storage Reservoir & High Service Pump Station.

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

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

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

STATE OF Florida

COUNTY OF Pasco

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 20 day of October, 2023 by Richard Wohlfiel (*name*) as President (*title of officer*) of PAW Materials, Inc (*entity name*), on behalf of the company, who ☑ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Kimberly Luis

Printed Name of Notary Public: Kimberly J. Luis

Notary Commission Number and Expiration: 3-6-2024

(AFFIX NOTARY SEAL)

KIMBERLY J. LUIS
MY COMMISSION # GG 954866
EXPIRES: March 6, 2024
Bonded Thru Notary Public Underwriters

EXHIBIT V: NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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

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

State of Florida)
SS
County of Alachua)

Patrick J. Wheeler, PE, being first duly sworn, deposes and says that:

1. They are vice president of Precon Corporation, hereafter referred to as the Subcontractor;

2. They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to Censtate Contractors, Inc. the Contractor for certain work in connection with Bid: 23-514, Jordan's Grove Ground Storage Reservoir & High Service Pump Station.

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

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

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

STATE OF FLORIDA

COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18th day of OCTOBER, 2023 by PATRICK WHEELER (*name*) as VICE PRESIDENT (*title of officer*) of PRECON CORPORATION (*entity name*), on behalf of the company, who ☒ is personally known to me or ☐ has produced DRIVER'S LICENSE as identification.

Notary Public Signature: Kristina Ward

Printed Name of Notary Public: KRISTINA WARD

Notary Commission Number and Expiration: 7/30/2027

(AFFIX NOTARY SEAL)

KRISTINA WARD
NOTARY PUBLIC
MY COMMISSION EXPIRES 7-30-2027
STATE OF FLORIDA
COMMISSION NUMBER HH 427300

EXHIBIT V: NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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

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

State of New York)
SS
County of Albany)

Randall Powell, being first duly sworn, deposes and says that:

1. They are President of General Control Systems Inc. , hereafter referred to as the Subcontractor;

2. They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to CenState Contractors Inc. the Contractor for certain work in connection with Bid: 23-514, Jordan's Grove Ground Storage Reservoir & High Service Pump Station.

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

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

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

STATE OF New York

COUNTY OF Albany

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 19th day of October, 2023 by Randall Powell (*name*) as President (*title of officer*) of General Control Systems Inc. (*entity name*), on behalf of the company, who [X] is personally known to me or [ ] has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: Jordan Mantello

Notary Commission Number and Expiration: May 16, 2026

(AFFIX NOTARY SEAL)

JORDAN A. MANTELLO
Notary Public, State of New York
No. 01MA6426734
Qualified in Rensselaer County
Commission Expires May 16, 2026

EXHIBIT V: NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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

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

State of Florida)
SS
County of Polk)

Curtis Barnhill, being first duly sworn, deposes and says that:

1. They are President of B.L. Smith Earthic, Inc., hereafter referred to as the Subcontractor;

2. They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to CenState the Contractor for certain work in connection with Bid: 23-514, Jordan's Grove Ground Storage Reservoir & High Service Pump Station.

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

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

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

STATE OF Florida

COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 23rd day of October, 2023 by Curtis Barnhill (*name*) as President (*title of officer*) of B.L. Smith Electric (*entity name*), on behalf of the company, who ☑ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Theresa P. Juan

Printed Name of Notary Public: Theresa P. Juan

Notary Commission Number and Expiration: 4-20-2027

(AFFIX NOTARY SEAL)

THERESA PIJUAN
Commission # HH 343216
Expires April 20, 2027

EXHIBT XVIII: CERTIFICATE OF COMPLIANCE

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

Bid # 23-514, Jordan's Grove Ground Storage Reservoir & High Service Pump Station

CenState Contractors, Inc.
Contractor

Signature

B. Scott Short
Printed Name of Signer

October 24, 2023
Date

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	23-514
Bid Title	Jordan's Grove Ground Storage Reservoir & High Service Pump Station
Due Date/Time:	August 23, 2023, prior to 2:00 pm
Submitted by:	CenState Contractors, Inc.
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 arigoldstein@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 23-514 – <Contractor Name> Bid Submittal"

Part C – BID SHEETS AND ACKNOWLEDGEMENT FORM (Unit Price)

NAME OF PROJECT: BID 23-514, Jordan's Grove Ground Storage Reservoir & High Service Pump Station.

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 $ 4,447,000.00

WRITTEN AMOUNT (SPELL OUT) Four million four hundred forty seven thousand DOLLARS

Zero CENTS

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

2. CONTRACT TIME TO COMPLETION OF THIS PROJECT 365 CALENDAR DAYS FOR FINAL COMPLETION

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

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

CGC-025931
State Certification Number

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

11393
Polk County Registration Number

Individual's Name (Print or Type)

Attached
Polk County Business Receipt Tax
(Business License)

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

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

Addendum No. 1 Date 8-10-2023

Addendum No. 2 Date 8-18-2023

Addendum No. 3 Date 8-22-2023
4 8-28-2023

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 September 6, 2023
(Bid Receiving Date)

BIDDER: CenState Contractors, Inc.

BY: _____
(Authorized Signature – in ink)

B. Scott Short
(Printed Name of Signer)

President
(Printed Title of Signer)

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

863 324-3882
Telephone Number
Email Address shawna@censtate.com

SCHEDULE OF BID ITEMS
Polk County Utilities, Polk County Florida
Jordan's Grove Ground Storage Reservoir & High Service Pump Station
Bid Number: 23-514

Bid Item	Description	Estimated Quantity	Unit of Measure	Total Price (in Words)	Total Price
1	Construction of the Jordans Grove Storage Reservoir and High Service Pump Station	1	LS	Four Million two hundred seventeen thousand and 00/100	$ 4,217,000.00
2A	Electrical Contingency	1	LS	Forty Thousand and 00/100	$ 40,000.00
2B	I&C Contingency	1	LS	Forty Thousand and 00/100	$ 40,000.00
2C	Civil/Site Contingency	1	LS	Thirty Thousand and 00/100	$ 30,000.00
2D	Mechanical Contingency	1	LS	Thirty Thousand and 00/100	$ 30,000.00
2E	Structural Contingency	1	LS	Thirty Thousand and 00/100	$ 30,000.00
2F	Gopher Tortoise Relocation Contingency	1	LS	Twenty Five Thousand and 00/100	$ 25,000.00
2G	Contingency for Unforseen Conditions	1	LS	Thirty Five Thousand and 00/100	$ 35,000.00
TOTAL BID (Basis of Award)					$ 4,447,000.00

CenState Contractors, Inc.
CONTRACTOR NAME

CENSTATE CONTRACTORS, INC.
POLK COUNTY
JORDAN'S GROVE GROUND STORAGE TANK & HIGH SERVICE PUMP

	NAME	OWNER			
13	SEVEN SPRINGS RECLAIMED SYSTEM IMPROVEMENTS	FLORIDA GOVERNMENTAL UTILITY AUTHORITY 6915 PERRICE RAND ROAD NEW PORT RICHEY, FL 34655 (727) 372-0115 MICHAEL WILSON (727) 359-1158	SUPERINTENDENT: DWIGHT TAYLOR PERIOD OF PERFORMANCE: START:2/2013 FINAL: 10/2014	3 MILLION GALLON STORAGE TANK, ASSOCIATED PIPING, ELECTRICAL AND INSTRUMENTATION	12" - 16" Pipe 3 MG GST
13	VAN FLEET WATER PRODUCTION FACILITY IMPROVEMENTS	POLK COUNTY BOCC 330 WEST CHURCH ST. BARTOW, FL 33830 (863) 534-6757 MARK ADDISON (863) 298-4214	SUPERINTENDENT: DWAIN HAYMOND PERIOD OF PERFORMANCE: START:11/2013 FINAL: 7/2015	HIGH SERVICE PUMP STATION, ELECTRICAL BUILDING, CHEMIAL STORAGE FACILITY, DEMO, PLANT MODIFICATIONS, YARD PIPING, CHEMICAL & ELECRICAL SYSTEMS	8" - 36" Pipe Pumps: HSP 300HP Jockey 200HP VFD 200HP (2) 300HP
15	NORTH WEST REGIONAL WWTF - PHASE II SURFACE FACILITIES	POLK COUNTY BOCC 330 WEST CHURCH ST. BARTOW, FL 33830 (863) 534-6757 MARK ADDISON (863) 298-4214	SUPERINTENDENT: DANIEL WAID PERIOD OF PERFORMANCE: START: 6/2015 FINAL: 10/2016	RECLAIMED WATER HSP, PRECAST ELEC. BUILDING, VARIABLE SPEED DRIVES, ELECTRICAL, I & C, SCADA, ASR WELL CONNECTION	6" - 24" Pipe Pumps: HSP (4) 125HP Jockey 60HP VFD 125JP
17	EAST PORT WRF STAGE 5 REVISED IMPROVEMENTS	CHARLOTTE COUNTY 25550 HARBOR VIEW ROAD UNIT 1 PORT CHARLOTTE, FL 33980 CHRIS CARPENTER (941) 883-3515	SUPERINTENDENT: DWIGHT TAYLOR PERIOD OF PERFORMANCE: START: 7/2017 FINAL: 10/2018	NEW RECLAIMED HSP STATION, YARD PIPING, ELECTRICAL WORK, NEW GENERATOR	8" - 36" Pipe Pumps: HSP (3) 200HP Jockey (2) 100HP VFD (2) 100HP (3) 200HP
20	HODGE STREET WRF UPGRADES	POLK COUNTY BOCC 330 WEST CHURCH ST. BARTOW, FL 33830 (863) 534-6757 JAMES TULLY (863) 344-1848	SUPERINTENDENT: BERNIE RUSSELL PERIOD OF PERFORMANCE START: 4/2020 FINAL: 2/2021	ADD STORAGE TANK AND CARBON FILTERS TO THE TREATMENT PROCESS	6" - 16" Pipe Pumps: HSP Recirculating Pump Well Pump
18	CONSTRUCTION SERVICES FOR DINNER LAKE SOUTH STORAGE AND BOOSTER STATION	POLK COUNTY UTILITIES 330 WEST CHURCH ST BARTOW, FL 33830 HOLDEN WRIGHT (863) 298-4167	SUPERINTENDENT: BERNIE RUSSELL PERIOD OF PERFORMANCE START: 6/2018 FINAL: 2/2020	DEMO AND REMOVAL OF EXISTING 300K GST, CONSTRUCT NEW MG GST, PUMP STATION, CHEMICAL STORAGE AND FEED FACILITIES, NEW SCADA	4" - 16" Pipe Pumps: HSP (2) 75HP Jockey (2) 50HP VFD (2) 75HP (2) 50HP 1MG GST
21	WATER TREATMENT PLANT #1 & #2 IMPROVEMENTS	CITY OF HAINES CITY 620 E. MAIN ST. HAINES CITY, FL 33844 ROBBIE GONZALEZ (407) 443-0269	SUPERINTENDENT: JEREMY KENNEDY PERIOD OF PERFORMANCE START:6/2018 FINAL:	CONSTRUCT 500K GST, BULK STORAGE W/ WO DUAL LINED CHLORINE FEED TANKS, INSTALL RAW WATER CHEM. INJECTORS, FLOW METER	6" - 24" Pipe

EXHIBIT VI: AFFIDAVIT OF PERCENTAGE OF WORK

Bid # 23-514, Jordan's Grove Ground Storage Reservoir & High Service Pump Station

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 # 23-514
- 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 6th day of September, 2023

Name of Firm CenState Contractors, Inc.

By _____ B. Scott Short

President

Title of Person Signing

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 6th day of September, 2023, by B. Scott Short (*name*) as President (*title of officer*) of CenState Contractors, Inc. (*entity name*), on behalf of the company, who [X] is personally known to me or [ ] has produced _____ as identification.

Notary Public Signature: Shawna Bolognia

Printed Name of Notary Public: Shawna Bolognia

Notary Commission Number and Expiration: February 25, 2026

(AFFIX NOTARY SEAL)

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

EXHIBIT VI-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://apps.polk-county.net/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.	Process Control and Instrumentation LLC	No Bid.
2.	5 Star Electrical	No Bid.
3.	Alpha Power Systems	No Bid.
4.	Radford Electric	No Bid.
5.	HZ Construction	Quote received. Too high.

EXHIBIT VI-B: GOOD FAITH EFFORT DOCUMENTATION

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

	Division of Work	Results of Good Faith Effort
1.	Bobby Thompson Painting	No Bid.
2.	Phifer Painting	No Bid.
3.	Fine Designs Custom Fabrication	No Bid.
4.	RJR Contractor	No Bid.
5.		

EXHIBIT VII: TRENCH SAFETY ACT COMPLIANCE

General:

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

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

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

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

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

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

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

Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (QTY)	Unit Cost	Extended Cost
A. Sloping	LF	1000	$ 1.00	$ 1000.00
B.			$	$
C.			$	$
D.			$	$
			Total	$ 1000.00

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

EXHIBIT VIII: EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

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

Contractor's Name: CenState Contractors, Inc.

Address: 2288 Executive Rd., Winter Haven, FL 33884

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

B. Scott Short
Printed Name

President
Title

Signature

October 24, 2023
Date

EXHIBIT IX: DRUG-FREE WORKPLACE FORM

The undersigned Bidder in accordance with Florida Statute 287.087 hereby certifies that CenState Contractors, Inc. does:
(Name of Business)

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

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

Bidders Signature B. Scott Short

September 6, 2023
Date

EXHIBIT X: SAFETY REQUIREMENTS/REGULATIONS FORM

Bidder must sign and have notarized:

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

Dated this 24th Day of October 2023

Name of Firm: CenState Contractors, Inc.

By: President
Title of Person Signing

This foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 24th day of October, 2023, by B. Scott Short (*name*) as President (*title of officer*) of CenState Contractors, Inc. (*entity name*), on behalf of the company, who ☑ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Shawna Bolognia

Printed Name of Notary Public: Shawna Bolognia

Notary Commission Number and Expiration: 02/25/2026

(AFFIX NOTARY SEAL)

FLORIDA NOTARY ASSOCIATION · SINCE 1978 ·

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

EXHIBIT XIX: CERTIFICATION IMMIGRATION LAWS

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

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

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

Company Name: CenState Contractors, Inc.

Signature: _____

Title: President

Date: October 23, 2023

State of: Florida

County of: Polk

The foregoing instrument was acknowledged before me by means of ☑ physical presence or 0online notarization, this 23rd day of October, 2023, by B. Scott Short (name) as President (title of officer) of CenState Contractors, Inc. (entity name), on behalf of the company, who ☑ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Shawna Bolognia

Printed Name of Notary Public: Shawna Bolognia

Notary Commission Number and Expiration: February 25, 2026

(AFFIX NOTARY SEAL)

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

EXHIBIT XXII: EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

Bid 23-514, Jordan's Grove Ground Storage Reservoir & High Service Pump Station

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 24th day of October, 2023.

ATTEST:

By: _____
PRINTED NAME: B. Scott Short
Its: Secretary

CONTRACTOR:

By: _____
PRINTED NAME: B. Scott Short
Its: President

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:	CenState Contractors, Inc.
	a Corporation
By:	By:
PRINTED NAME: B. Scott Short	PRINTED NAME: B. Scott Short
Its: Secretary	Its: President

EXHIBIT XXIII: 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 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 further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SIGNATURE: _____ B. Scott Short

COMPANY NAME: CenState Contractors, Inc.

DATE: September 6, 2023

EXHIBIT XXIV: 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 CenState Contractors, Inc certifies, to the best of his or her knowledge, that: (Contractor)

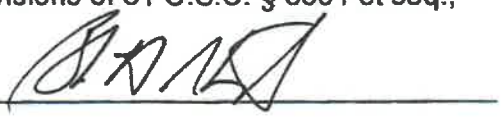
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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

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

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

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

Signature of Contractor's Authorized Official 

Name and Title of Contractor's Authorized Official B. Scott Short, President

Date September 6, 2023

August 10, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 1
BID 23-514, JORDAN'S GROVE GROUND STORAGE RESERVOIR & HIGH SERVICE PUMP STATION

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 received.

To receive a copy of the revised specifications Section 13410 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 23-514, Jordans Grove GSR and HSPS.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 Ari Goldstein at arigoldstein@polk-county.net.

Ari Goldstein
Ari Goldstein

Senior Procurement Analyst
Procurement Division

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

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

August 18, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 2
BID 23-514, JORDAN'S GROVE GROUND STORAGE RESERVOIR & HIGH SERVICE PUMP STATION

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: Revisions, Additions, and Questions and Answers received.

To receive a copy of the **Bid 23-514 Addendum 2 Revised Technical Specification 11214 and Bid 23-514 Addendum 2 Revised Drawings**, please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation*. After you have logged in to the FTP site, double click on the file folder "**Bid 23-514 Jordans Grove GSR and HSPS zip**", select "Open" or "Save As" to download the Bid documents, drawings, technical specifications, Excel Bid Sheet, and Excel exhibits. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net

Ari Goldstein
Ari Goldstein

Senior Procurement Analyst
Procurement Division

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

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

August 22, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 3
BID 23-514, JORDAN'S GROVE GROUND STORAGE RESERVOIR & HIGH SERVICE PUMP STATION

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: Time Extension.

The Bid Receiving Date has been extended one (1) week. The revised Bid Receiving Date is Wednesday, August 30, 2023, prior to 2:00 p.m.

Ari Goldstein
Ari Goldstein

Senior Procurement Analyst
Procurement Division

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

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

August 28, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 4
BID 23-514, JORDAN'S GROVE GROUND STORAGE RESERVOIR & HIGH SERVICE PUMP STATION

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: Time Extension.

The Bid Receiving Date has been extended one (1) week. The revised Bid Receiving Date is Wednesday, September 6, 2023, prior to 2:00 p.m.

Ari Goldstein
Ari Goldstein

Senior Procurement Analyst
Procurement Division

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

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

CHECKLIST
BID FILE #23-514, Jordan's Grove

The attached contract documents have been reviewed by the Procurement Division and the County Attorney's Office; they are approved for execution by the Chairman of the Board of County Commissioners.

10/24/23 — Date
Danielle Rose — Procurement Analyst, Procurement Division

10/24/23 — Date
Sandi Howard — County Attorney

Procurement	County Attorney	
DRose	✓	1. Original Contract (Agreement) has been executed by an authorized officer of the Contractor. (ARP funds)
DRose	✓	2. Contractor Certification or Registration has been reviewed as required by Section 489, Florida Statutes, and is current.
DRose	✓	3. Original Public Construction Payment & Performance Bond is complete and in order. Surety is on certified list and has a rating of A VIII or better.
DRose	✓	4. Bid Bond has actual bid amount written in not 5%. If 5% must get email from Surety stating the actual dollar amount or authorization for us to write in amount.
	✓	5. Certificate(s) of Insurance has (have) been reviewed and is (are) in order. Ratings have been checked.
DRose	✓	6. Non-Collusion Affidavit of Prime Bidder is complete.
	✓	7. Original Non-Collusion Affidavit(s) of Subcontractor(s) (when applicable) are complete and in order.
DRose	✓	8. Certificate of Compliance (Projects over $250,000).
DRose	✓	9. One (1) copy of original set of Bid documents, Addenda, and submittal pages assembled. (Do not include Spec's & Drawings. Only need to be referenced)

Reviewed by Contracts Manager — MS (Initials) — 10/25/23 (Date)

Remarks: Clerks Office: After execution, please copy the three-page contract (C1-C3) and email to Procurement with contract #. Thank you.

trying to make 11/7 agenda
- will enter agenda item today w/out agrmt attached. ms

23-682

August 28, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 4
BID 23-514, JORDAN'S GROVE GROUND STORAGE RESERVOIR & HIGH SERVICE PUMP STATION

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: Time Extension.

The Bid Receiving Date has been extended one (1) week. The revised Bid Receiving Date is Wednesday, September 6, 2023, prior to 2:00 p.m.

Ari Goldstein
Ari Goldstein

Senior 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: _____

August 22, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 3
BID 23-514, JORDAN'S GROVE GROUND STORAGE RESERVOIR & HIGH SERVICE PUMP STATION

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: Time Extension.

The Bid Receiving Date has been extended one (1) week. The revised Bid Receiving Date is Wednesday, August 30, 2023, prior to 2:00 p.m.

Ari Goldstein

Ari Goldstein

Senior 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: _____

August 18, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 2
BID 23-514, JORDAN'S GROVE GROUND STORAGE RESERVOIR & HIGH SERVICE PUMP STATION

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: Revisions, Additions, and Questions and Answers received.

To receive a copy of the **Bid 23-514 Addendum 2 Revised Technical Specification 11214 and Bid 23-514 Addendum 2 Revised Drawings**, please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation.* After you have logged in to the FTP site, double click on the file folder "**Bid 23-514 Jordans Grove GSR and HSPS zip**", select "Open" or "Save As" to download the Bid documents, drawings, technical specifications, Excel Bid Sheet, and Excel exhibits. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net

Ari Goldstein
Ari Goldstein

Senior 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 23-514, JORDAN'S GROVE GROUND STORAGE RESERVOIR & HIGH SERVICE PUMP STATION
Addendum # 2

REVISIONS

1: DELETE IN ITS ENTIRETY: Drawing C-101

REPLACE WITH: Addendum 2 Revised Drawing C-101

2: DELETE IN ITS ENTIRETY: Drawing C-502

REPLACE WITH: Addendum 2 Revised Drawing C-502

3: DELETE IN ITS ENTIRETY: Drawing L-001

REPLACE WITH: Addendum 2 Revised Drawing L-001

4: DELETE IN ITS ENTIRETY: Drawing L-002

REPLACE WITH: Addendum 2 Revised Drawing L-002

5: DELETE IN ITS ENTIRETY: Drawing L-003

REPLACE WITH: Addendum 2 Revised Drawing L-003

6: DELETE IN ITS ENTIRETY: Drawing D-102

REPLACE WITH: Addendum 2 Revised Drawing D-102

7: DELETE IN ITS ENTIRETY: Drawing E-202

REPLACE WITH: Addendum 2 Revised Drawing E-202

8: DELETE IN ITS ENTIRETY: Drawing E-206

REPLACE WITH: Addendum 2 Revised Drawing E-206

9: DELETE IN ITS ENTIRETY: Drawing E-302

REPLACE WITH: Addendum 2 Revised Drawing E-302

10: DELETE IN ITS ENTIRETY: Drawing E-303

REPLACE WITH: Addendum 2 Revised Drawing E-303

11: DELETE IN ITS ENTIRETY: Specification Section 11214

REPLACE WITH: Addendum 2 Revised Specification Section 11214

12: DELETE IN ITS ENTIRETY: Specification Section 13205, 2.04, B.

REPLACE WITH: C. Coatings shall be applied by Tank Contractor.

ADDITIONS

1: ADD TO: Specification, Section 02200, 3.04.B:

3. **Compaction around the pipe shall be 100%, AASHTO T-99.**

QUESTIONS AND ANSWERS

Question 1: Technical Specifications 11214-2.02.J. – "The head shaft shall be coupled to the motor shaft with a spacer type, adjustable flanged coupling". Spacer type coupling is available for vertical solid shaft motor. Please confirm if motor is to be vertical solid shaft or vertical hollow shaft as stated in 2.03.D.

Answer 1: Provide vertical high thrust solid shaft motor with adjustable flanged coupling.

Question 2: Technical Specifications 11214-2.03.F.2 – This section states that motor enclosure shall be TEFC. However in Section 166220-2.03.M.5 states that "motors shall have weather-protected Type I enclosures..". Please confirm if motor shall be TEFC or WPI.

Answer 2: Provide TEFC motor enclosure.

Question 3: Table 11214-B – Column diameter listed is 10" whereas the discharge size is listed as 8". Typically, these are the same size or column is smaller diameter. Please confirm 8" column is acceptable.

Answer 3: 8-inch pipe column diameter is acceptable. Refer to Revision Item #11.

Question 4: Peerless Pump is a named manufacturer for Section 11214 vertical turbine well pumps, please confirm the County will accept Peerless Pump for the Horizontal Split Case Pumps as shown in Section 11211? Peerless horizontal split case pumps will meet the specification without exception.

Answer 4: Peerless is an acceptable pump manufacturer. Pump manufacturer shall comply with Specification Sections 11211 Horizontal Split-Case Centrifugal Pumps and 11214 Vertical Turbine Well Pump.

Naming of a manufacturer does not indicate approval nor shall standard product offerings by any named manufacturer be accepted in lieu of the component features as specified herein. All manufacturers are required to comply fully with the Specifications.

Question 5: The irrigation plans do not show and bubblers or drip line on any of the trees or shrubs. It is all rotor zones. Do you want me to add in some zones to water the trees and shrubs? Or do you want me to only bid irrigating the trees and shrubs because the turf to be installed is Bahia?

Answer 5: Bid as shown, rotors zone only. Post award contractor may submit alternate irrigation plan for review.

Question 6: Laurustinus Viburnum is not available in the southeastern US. Also, it likes a cooler climate and will not do good in central Florida. Can I sub these for Walters Viburnum? They get a small cluster of white flowers on them when they flower.

Answer 6: Bid as shown.

Question 7: Formosan Gum is also not available in the southeastern US. Can I sub these for Sweet Gum? It is in the same family of trees with similar characteristics.

Answer 7: Bid as shown.

Question 8: Please publish copies of the sign in sheet from the pre-bid.

Answer 8: The list of attendees from the pre-bid meeting can be found here: https://www.polk-county.net/procurement/bids/bid-details/jordan's-grove-ground-storage-reservoir-high-service-pump-station

Question 9: Section 01000, 1.01, A, 2, a, states "The Contractor shall obtain and pay for all necessary local building permits.". If this is the case, according to Florida Statues, we need to be made aware of what those costs are.

Answer 9: The contractor shall not include the cost of local building permits in the bid. The contractor shall be reimbursed for local building permit fees after submitting the relevant invoices to the County.

Question 10: Drawings show approximate locations of Gopher Tortoise Burrows. There does not seem to be any provision in the project for gopher tortoise relocation. Is this correct?

Answer 10: Approximate locations of gopher tortoise burrows were from a survey completed in 2020. The bid form and measurement and payment include an allowance for any gopher tortoise relocation required. A minimum non-disturbance area with a 25 feet radius shall be upheld to avoid the need for burrow relocation.

Question 11: Please confirm if this project is subject to Davis-Bacon prevailing wage rates. If so, is certified payroll required?

Answer 11: Davis-Bacon does not apply to the project.

Question 12: Please confirm if the project is subject to AIS/ Buy American provisions.

Answer 12: AIS/ Buy American provisions do not apply to the project.

Question 13: Please confirm in the case of a conflict between Specification Section 13205 and other specifications or drawings within the project documents, that Section 13205 shall govern for the prestressed concrete tank only.

Answer 13: Refer to General Conditions, Section 4.2 Conflicts, for procedures should any conflict be discovered within the contract documents.

Question 14: Can you provide the soil site classification? Also, confirm that the prestressed concrete ground storage tank is not subject to perched water, liquefaction, or sinkhole potential.

Answer 14: Refer to soils map Figure 3 attached and Appendix B, Geotechnical Report, of the project specification manual.

Question 15: Specification 01410-1 Section 1.01 A1, Specification 03300-25 Section 3.16A, and Specification 13205-16 Section 3.02 A1, conflict with who is required to provide material testing. Please confirm that the Owner or General Contractor is required to provide and pay for material testing for concrete/shotcrete and all other testing required for the prestressed concrete ground storage tank.

Answer 15: The Contractor shall employ and pay for services of an independent testing laboratory for inspection and testing in accordance with Spec Section 01410 1.01.A.1 and Section 13205 3.02.A.1.

Question 16: Specification 03300-10, Section 2.06B, requires sheet vapor retarder not less than 10 mils thick. Typical thickness required underneath prestressed concrete ground storage tanks is 6 mils. Please confirm if 6mil polyethylene film is acceptable for the prestressed concrete ground storage tank.

Answer 16: 6 mil polyethylene is not adequate. Please bid a 10-millimeter polyethylene film or thicker.

Question 17: Specification 03300-13, Section 2.12G2, Concrete Class A, provides an air content of 2%±1%. Crom's typical floor and dome concrete, and wall shotcrete requires a total air content of 5% ±1%. Please confirm if a total air content of 5% ±1% is acceptable for the prestressed concrete ground storage tank.

Answer 17: A total air content of 5% ±1% is acceptable.

Question 18: Specification 03300-13, Section 2.12G2, Concrete Class A, provides a slump range of 2"-4" prior to adding water reducers. Crom's typical floor and dome concrete mixes require a slump of 4" ±1". Crom's typical wall shotcrete mixes require a slump of 5" ±1". Please confirm if the slump ranges above are acceptable for the prestressed concrete ground storage tank.

Answer 18: Slumps of 4" ±1"and 5" ±1" are acceptable as long as the water to cement ratio under the specification 033000-13, sections 2.12G2 is met. Admixtures that increase the slump are accepted.

Question 19: Specification 13205-9, Section 2.03A Aluminum Handrails, requires aluminum handrailing shall be installed as shown on the Drawings shall be a three (3) rail type handrail system with a 4-inch toe board. Drawing Sheet D-110 shows a two (2) rail handrail in Section/Elevation A. Typical handrail systems utilize a two (2) rail handrail system. Please confirm which handrail system is desired.

Answer 19: Two rail handrail is acceptable.

Question 20: Specification 13205-11, Section 2.04C, states that the coatings may be applied by the General Contractor with approval from the Tank Contractor. To avoid division of responsibility on the tank's warranty, we request that the tank manufacturer be required to apply all tank coatings to the proposed prestressed concrete ground storage tank with its own crews and not subcontract out the coatings of the tank.

Answer 20: Tank coatings shall be the responsibility of the tank manufacturer. See revision to Spec Section 13205 – Prestressed Circular Concrete Water Storage Tank above.

Question 21: Specification 13205-11, Section 3.01 B5, states, that the floor shall be sloped to the drain toward the tank effluent pipe with the finishing criteria stated in Division 3 for concrete, except that the finishing tolerance shall be ½ inch in 10 feet, as determined by a 10-foot straightedge placed anywhere on the slab in any direction. Drawing Sheet D-110, shows a flat tank floor with a FFE at 115.00. Please confirm if the floor is sloped or flat.

Answer 21: Floor shall be sloped per Spec Section 13205 Section 3.01.B.5.

Question 22: Specification 16110-1, Section 1.01 B1, requires a lightning protection system for the Ground Storage Reservoir. Drawing Sheet E-206, depicts bonding to steel reinforcement in thrust block of encased pipe. Per AWWA D-110 Sec. 5.16 – Electrical grounding to non-prestressed reinforcing steel or prestressed reinforcement for any equipment or electrical service shall be strictly prohibited. Please consider utilizing grounding rods or other systems for the lightning protection for the prestressed concrete tank.

Answer 22: Bonding to rebar in thrust block has been removed. See attached revised drawing sheet E-206.

Question 23: During the application of shotcrete to the exterior tank wall, rebound from the shotcrete process with build up around the perimeter of the tank. We do not typically remove the shotcrete rebound from around the tank. Since the tank footer is being backfilled, we assume that shotcrete rebound can be left in place. Please confirm this is acceptable.

Answer 23: Concrete rebound shall be hauled away and legally disposed off-site.

Question 24: Although we actively search Polk County for upcoming solicitations, we somehow missed the above referenced project. Obviously, we have missed the mandatory meeting. Has there been any thought to having an additional meeting or considering making the meeting held on 7/28/2023 nonmandatory?

Answer 24: The pre-bid meeting for this project was advertised as a mandatory meeting for potential bidders to attend as a qualification for bidding this project. The County will not consider making it non-mandatory and no additional pre-bid meeting will be scheduled for this project.

August 10, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 1
BID 23-514, JORDAN'S GROVE GROUND STORAGE RESERVOIR & HIGH SERVICE PUMP STATION

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 received.

To receive a copy of the revised specifications Section 13410 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 23-514, Jordans Grove GSR and HSPS.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 Ari Goldstein at arigoldstein@polk-county.net.

Ari Goldstein
Ari Goldstein

Senior 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 23-514, JORDAN'S GROVE GROUND STORAGE RESERVOIR & HIGH SERVICE PUMP STATION
Addendum # 1

QUESTIONS AND ANSWERS

Question 1: We are interested in bidding the above referenced project but wanted to clarify the qualifications. Per the ITB: "Bidder shall be a current State of Florida licensed General Contractor with experience in the installation of ground storage tanks equal to or greater than 1.0 million gallons, large diameter (<10-inch) yard piping, horizontal split case pumps, vertical turbine pumps, and variable frequency drives in the state of Florida as the primer bidder."

We have no issue with the piping, pumps, VFD's, etc as the prime bidder however we have a current project with a 1 MG storage tank and we also have experience as a subcontractor to both Crom and Precon on projects that had 1 MG tanks or larger that they bid as prime contractors and we handled all of the scope outside of the tank construction.

Please confirm that this would be acceptable so that we may bid this project.

Answer 1: Per the Qualifications, Item #3, the County is requesting must provide five (5) references from clients in which the bidder has performed similar size and scope services as the prime contractor, within the past ten (10) years, for projects involving ground storage tank installation of at least 1.0 million gallons, large diameter yard piping, horizontal split-case pumps, vertical turbine pumps and/or VFDs.

Bidders must be able to provide references as the prime contractor on five projects in which the projects performed including items similar in size and scope as those listed above in order to meet the qualification.

Question 2: In the past, Polk County has accepted Unitron Controls® (a subsidiary of Barney's Pumps, Inc) as an approved I&C Subcontractor/Supplier. Will the County consider Unitron as an Equal for the purposes of this bid?

Answer 2: See revised Section 13410. I&C supplier shall meet the requirements outlined in 1.03 A. Contractor shall provide qualifications of the proposed I&C Supplier as part of their bid submittal or it must be provided prior to award of the bid.

Question 3: Will the County accept Fairbanks (sister divisions to Aurora & Hydromatic, which are all owned by Pentair) as Equals for Horizontal Split Case Pumps and Well Pumps?

Answer 3: Fairbanks is an acceptable pump manufacturer. Pump manufacturer shall comply with Specification Sections 11211 Horizontal Split-Case Centrifugal Pumps and 11214 Vertical Turbine Well Pump.

Naming of a manufacturer does not indicate approval nor shall standard product offerings by any named manufacturer be accepted in lieu of the component features as specified herein. All manufacturers are required to comply fully with the Specifications.

Question 4: Specifications, Section 13410-2.01-A lists 3 firms for the Equipment Supplier/I&C Subcontractor scope. How can we get added to this list? We have over 23 years of I&C experience in the Water/Wastewater sector covering projects of all sizes and scopes. If the list cannot be changed at this time, is there an "Or Equal" clause that would allow us to submit a bid for the I&C scope?

Answer 4: See revised Section 13410. I&C supplier shall meet the requirements outlined in 1.03 A. Contractor shall provide qualifications of the proposed I&C Supplier as part of their bid submittal or it must be provided prior to award of the bid.

Question 5: On the above project, we greatly appreciate it if you could consider naming EDGENG as an approved Manufacturer in the specification OR approve us Equal Status on this Project per the specification sections of section 066100- FRP Gratings, FRP Decking, FRP Stairs and FRP Ladders in order for us to forward our proposal for the FRP scope of work, which has developed cost-effective and durable alternatives for Stainless Steel Products.

We are an FRP Composite Manufacturer Specializing in Fiber Reinforced Composite products for Structural & Civil Engineering Applications. Over the past 2 decades, we have delivered to clients ranging from the US military, Chemical Plants, and City Governments across the United States & Canada with unparalleled service standards.

We at EDGENG are confident of our ability to provide innovative engineering solutions that meet OR exceed the ASTM Quality Standards & Specifications Further, need to reiterate that Edgeng FRP products are certified with NSF 61 - USA Standard Certification and ISO 9001 Quality certifications.

Our present Engineering Team is strengthened by a combination of Chemical and civil Engineers backed by over 2 decades of experience in craftsmanship and engineering ingenuity.

Answer 5: Alternate manufacturers may be considered for approval on an Equal Status basis alongside the other listed manufacturers, provided they furnish comprehensive submittals demonstrating their compliance with all the requirements listed in our specification

Question 6: We (Robbins Lightning, Inc.) received this project today and we are not listed as an Approved Lightning Protection Manufacturer. I have attached an approval letter about our company. Our websites are listed in the letter where you may view our products and services. We would like to be listed as an Approved Lightning Protection Manufacturer on this project and future projects.

Answer 6: Alternate manufacturers may be considered for approval on an Equal Status basis alongside the other listed manufacturers, provided they furnish comprehensive

submittals demonstrating their compliance with all the requirements listed in the specification.

Question 7: Drawing I-101 indicates a cellular router (Cradlepoint IBR600C). This appears to be illustrated with faded lines. Please advise whether this is an existing unit or to be furnished by the owner.

Answer 7: Integrator shall furnish cellular router and PCU will configure router.

Question 8: Specification page 13410-1, Part 1.01 sub section A4 refers to the Polk County Utilities and Specifications Manual (USSM). I visited the Polk County website and found 6B USSM Chapter 4 Potable Water and Potable Standard Drawings.

In particular, I was looking for a list of approved manufacturers for the pressure transmitters, pressure gauge, pressure switch, level alarm float switches and electromagnetic flowmeters indicated on drawing I-201. Unfortunately, I wasn't able to find this in the USSM. Please advise.

Answer 8: Instrument specifications are provided in "Section 13420 Field Instrument Schedule" of the project manual.

Question 9: Specification page 13460, subsection Part 2.02D makes reference to some software licenses provided on a laptop, however, there doesn't appear to be a specification for the laptop in the Polk County USSM, please advise.

Answer 9: A laptop is not required. Provide configuration / licensing files on thumb drive or CD.

POLK COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

BIDDING, CONTRACT DOCUMENTS AND SPECIFICATIONS FOR:

JORDAN'S GROVE GROUND STORAGE RESERVOIR & HIGH SERVICE PUMP STATION

BID FILE NO: #23-514
County Project: 6802039

ISSUE DATE: July 14, 2023

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: Ari Goldstein

E-Mail: arigoldstein@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	23-514, Jordan's Grove Ground Storage Reservoir & High Service Pump Station
Description	Furnish all labor, materials, supervision, and equipment necessary to perform all operations required for the demolition of existing equipment, piping, and hydropneumatics tank, and the construction of new a 1.0-million-gallon ground storage reservoir, two new high service pumps, two new jockey pumps, one new vertical turbine well pump, flow meter and control valve station and other items located in the Northeast Regional Utility Service Area (NERUSA).
Receiving Period:	Wednesday, August 23, 2023, Prior to 2:00 p.m.
Bid Opening:	Wednesday, August 23, 2023, 2:00 p.m.
Special Instructions:	A **MANDATORY** pre-bid meeting will be held Friday, July 28, 2023, at 11:00 a.m. at the at the Northeast Regional Wastewater Treatment Facility (NERWWTF) conference room, located at 200 Westview Road, Davenport, FL 33837. A **MANDATORY** site visit will follow. An authorized representative or agent of the Bidder must be present at this meeting in-person, as evidenced by their signature on the meeting's sign-in sheet. If the Bidder does not sign-in prior to the conclusion of the meeting, the Bidder's submittal will be considered non-responsive.

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: _____ Email: _____

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PART A – BIDDING REQUIREMENTS

INVITATION FOR BID

NAME OF BID: Jordan's Grove Ground Storage Reservoir & High Service Pump Station
BID NUMBER: 23-514 PUBLIC CONSTRUCTION BOND IS REQUIRED
A **MANDATORY** pre-bid meeting will be held Friday, July 28, 2023, at 11:00 a.m. at the at the Northeast Regional Wastewater Treatment Facility (NERWWTF) conference room, located at 200 Westview Road, Davenport, FL 33837. A **MANDATORY** site visit will follow. An authorized representative or agent of the Bidder must be present at this meeting in-person, as evidenced by their signature on the meeting's sign-in sheet. If the Bidder does not sign-in prior to the conclusion of the meeting, the Bidder's submittal will be considered non-responsive.
BID DUE/DATE/TIME: **WEDNESDAY, AUGUST 23, 2023, PRIOR TO 2:00P.M.**
DATE/TIME OF BID OPENING: AT 2:00P.M. or As Soon As Possible Thereafter
PLACE OF BID OPENING: PROCUREMENT DIVISION, 330 WEST CHURCH STREET, ROOM 150, BARTOW, FLORIDA 33830
DEADLINE FOR QUESTIONS FROM BIDDERS: Friday, August 11, 2023, 4:00P.M..

INSTRUCTION TO BIDDERS

1.0 Bids

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

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

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

- Part C – Bid Sheets and Acknowledgement Form,
    - With the manual signature of an authorized representative of the company or their designee,
    - Bid prices must be entered on the Part C – Bid Sheets and Acknowledgement Form (no other bid submittals will be accepted)
    - Bid 23-514, Excel Bid Sheet
    - All information requested on pages 89-91
- Exhibit I, Bid Bond.
- Exhibit IV, Non-Collusion Affidavit of Prime Bidder.
- Exhibit VI, Affidavit of Percentage of Work (this requirement does not include Exhibit VI-A and Exhibit VI-B).
- Exhibit XXIII, Certifications Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters
- Exhibit XXIV, Appendix A, 44, C.F.R. Part 18 – Certification Regarding Lobbying
- All additional information requested as a "must" item in any Addendum.
- All corrections made by the Bidder to the Bid Sheets and Acknowledgement Form should be acknowledged by written initials of the authorized representative signing the Bid Submittal or their designee. Should a price correction not be acknowledged, lowest price will prevail.
- One original and one copy of the complete Bid Submittal must be tendered.

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

- These items include:
    - Exhibit II, Performance Bond
    - Exhibit III, Payment Bond
    - Exhibit V, Non-Collusion Affidavit of Subcontractor
    - Exhibit VI-A, Subcontractor List
    - Exhibit VI-B, Good Faith Effort Documentation
    - Exhibit VII, Trench Safety Act Compliance
    - Exhibit VIII, Equal Employment Opportunity
    - Exhibit IX, Drug-Free Workplace Form
    - Exhibit X, Safety Requirements/Regulations
    - Exhibit XVIII, Certificate of Compliance
    - Exhibit XIX, Affidavit Certification Immigration Laws
    - Exhibit XXI, Scrutinized Companies Certification
    - 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/procurement/bids "Notice of Bids" to ensure that all available information, addenda, has been received prior to submitting a bid. The County shall not be responsible for oral instructions.

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

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

2.0 Pre-Qualifications

2.1 When a mandatory pre-bid meeting is specified, all Bidders must register prior to the conclusion of the meeting. Failure to do so will disqualify the firm from bidding. If there is a mandatory site visit, the Bidder must initial the

registration sheet prior to completion of the visit to the site. An authorized representative or agent of the Bidder must be present at this meeting, as evidenced by their signature on the meeting's registration sheet, or the Bidder's Submittal will be considered non-responsive.

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

3.0 Joint Venture

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

4.0 Bid Errors

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

5.0 No Bid

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

6.0 Discounts

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

7.0 Material and Construction

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

8.0 Conflict of Interest

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) may be forfeited and the award rescinded if such action is deemed to be in the best interests of the County. The Procurement Director will make the determination of "a reasonable time". It is recommended that the executed contract documents be returned to Procurement within 10 working days of the documents being sent by Procurement to the recommended Bidder for execution. No plea of mistake in the bid or misunderstanding of the conditions of forfeiture shall be available to the Bidder for the recovery of their bid security or as a defense to any action based upon the neglect or refusal to execute the required agreement or furnish the required bonds and insurance certification.

13.0 Laws, Codes and Regulations

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

14.0 Safety Requirements/Regulations

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

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

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

15.0 Liquidated Damages

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

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

16.0 Standard Basis for Bidding

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

17.0 Preconstruction Conference

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

18.0 Florida Public Entity Crime Statute

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract or provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public, work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. [(Florida Statutes Section 287.012(11)(16), Section 287.058, Section 287.133, paragraph (2)(a)] By submitting this bid, bidder hereby certifies that they have complied with said statute.

19.0 Preference for Drug-Free Workplace-*Omitted intentionally, not applicable with Federal funding.*

20.0 Requirement to list Subcontractors

The successful Contractor shall provide a list of all proposed subcontractors, other persons or 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 Local Preference *Omitted intentionally, not applicable with Federal funding.*

29.0 Vendor Preference- *Omitted intentionally, not applicable with Federal funding.*

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	23-514
Bid Title	Jordan's Grove Ground Storage Reservoir & High Service Pump Station
Due Date/Time:	August 23, 2023, 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 arigoldstein@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 23-514 – <Contractor Name> Bid Submittal"

For Excel Bid Sheets "Bid 23-514 – <Contractor Name> Bid Sheet"

For more instructions, a video tutorial has been produced to further explain the electronic solicitation submittal process. It can be found by clicking here for Bid Submittals: https://youtu.be/vkn_7AHgioE. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@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 recovery plan. 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 A-VIII 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** has 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 Except as specifically provided in Section 13.1.2 below, 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, 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 (but excluding weather delays which are addressed in Section 13.1.2 below), 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.

13.1.2 The **County's** Project Manager may, in their discretion, approve a request from the Contractor to suspend work due to inclement weather. Such approval by the County's Project Manager must be in writing and, once given, shall serve to extend the contract time by the same number of days.

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

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

16.3 Contractor's Warranty of Title

16.3.1 **Contractor** warrants and guarantees that title to the work, material and equipment covered by any Application for Payment, whether incorporated in the Work

or not, will pass to the **County** no later than the time of payment, free and clear of all liens.

16.4 Approval of Payments

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

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

a) The Work has progressed to the point indicated;

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

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

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

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

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

a) The Work is defective;

b) The Contract Price has been reduced by Change Order;

c) The **County** has been required to correct defective work or complete work in accordance with Article 15;

d) Claims have been filed against the **County** for which the **Contractor** may be liable; and/or

e) The work was executed unsatisfactorily; the **Contractor** failed to clean up as required in Article 7 or the work is otherwise not in compliance with these Contract Documents.

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

16.5 Substantial Completion

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

16.5.2 When the **Contractor** considers that the Work, or a specified portion thereof, which the **County** agrees to accept separately, is substantially complete, the **Contractor** shall prepare and submit to the **Professional** a thorough and inclusive list of items to be completed or corrected. The **Contractor** shall proceed promptly to complete and correct items on the list. Failure to include an item on this list does not relieve the **Contractor** of the responsibility to complete all Work in accordance with the Contract Documents. Upon receipt of the **Contractor's** list, the **Professional** and **Project Manager** will visit the site to determine whether the Work or designated portion thereof is substantially complete. If the **Professional's** and the **Project Manager's** visit discloses any item, whether or not included on the **Contractor's** list, which is not in accordance with the requirements of the Contract Documents, the **Contractor** shall,

before issuance of the Certificate of Substantial Completion, complete or correct such item, upon notification by the **Professional.** The **Contractor** shall then submit a request for another visit by the **Professional** to determine Substantial Completion. When the Work or designated portion thereof is substantially complete, the **Professional** will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion. The Certificate of Substantial Completion shall include a list of items that have not been completed or corrected at the time of the follow-up visit by the Professional to determine Substantial Completion. The **Professional,** in consultation with the County, shall establish a date for completion of the items identified in the Certificate of Substantial Completion Certificate and this date for completion shall be noted on the Certificate. The **Professional** shall also establish a value for each of the items included on the certificate, which may be deducted from the **Contractor's** Application for Payment at two times the amount of each incomplete item. Should the **Contractor** fail to complete the items by the date noted on the Certificate of Substantial Completion, the **County** may complete the item and deduct the costs from the final Application for Payment. Warranties required by the Contract Document shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the **Contractor** for their written acceptance and then to the **County** for acceptance and issuance.

16.5.3 The **County** shall have the right to exclude the **Contractor** from the Work after the date of Substantial Completion, but the **County** shall allow the **Contractor** reasonable access to complete or correct items on the list.

16.6 Beneficial Occupancy

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

16.6.2 The **County** at any time may request the **Contractor** in writing to permit the **County** to use any such part of the Work which the **County** believes to be ready for its intended use and substantially complete. If the **Contractor** agrees that such part of the Work is substantially complete, the **Contractor** will certify to the **County** and the **Professional** in writing that the **Contractor** considers any such part of the Work ready for its intended use and substantially complete and request the **Professional** to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, the **County**, **Contractor** and **Professional** shall make an inspection of that part of the Work to determine its status of completion. If the

Professional does not consider that part of the Work to be substantially complete, the **Professional** will notify the **County** and the **Contractor** in writing giving the reasons therefore. If the **Professional** considers that part of the Work to be substantially complete, the provisions of 16.5 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

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

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

16.7 Final Inspection

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

16.8 Final Application for Payment

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

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

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

Subcontractors, indemnifying the **County** and the **Professional** for all claims arising from or resulting from Subcontractor, Supplier, material men or laborer services in connection with this project.

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

16.9 Final Payment and Acceptance

16.9.1 If, on the basis of the **Professional's** observation of the Work during construction and final inspection, and the **Professional's** review of the final Application for Payment and accompanying documentation as required by the Contract Documents, the **Professional** is satisfied that the Work has been completed and the **Contractor's** other obligations under the Contract Documents have been fulfilled, the **Professional** will, after receipt of the final Application for Payment, indicate in writing the **Professional's** recommendation of payment and present the Application to the **County** for payment. At the same time, the Professional will also give written notice to the County and the **Contractor** that the Work is acceptable subject to the provision of 16.10. Otherwise, the **Professional** will return the application to the **Contractor,** indicating in writing the reasons for refusing to recommend final payment, in which case the **Contractor** shall make the necessary corrections and resubmit the Application. After the presentation to the **County** of the application and accompanying documentation, in appropriate form and substance and with the **Professional's** recommendation and notice of acceptability, the amount recommended by the **Professional** will become due and will be paid by the **County** to the **Contractor**.

16.9.2 If, through no fault of the **Contractor**, final completion of the Work is significantly delayed and if the **Professional** so confirms, the **County** shall, upon receipt of the **Contractor's** final Application for Payment and recommendation of the **Professional,** and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by the **County** for Work not fully completed or corrected is less than the retainage stipulated in the Contract, and if bonds have been furnished as required in Article 6, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the **Contractor 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):

20.1.1 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. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

ARTICLE 22 – PERFORMANCE EVALUATION

22.1 Contractor Evaluation

22.1.1 The **Contractor's** performance shall be evaluated during and after completion of the project. The evaluation shall be conducted in accordance with the Procurement Procedures, dated May 10, 2006, for Contractor Evaluation.

ARTICLE 23 – ALLOWANCES

23.1 Allowance Work

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

23.1.2 Allowance Work, in the amount of five percent (5%) of the awarded contractors bid or $250,000, whichever is less, may be included in the Contract Price. No individual allowance request shall be greater than $50,000 without approval of the Board of County Commissioners. The Contract Work and all Allowance Work shall be performed in full compliance with all requirements of the Contract Documents. The sum of all approved Allowance Work performed pursuant hereto shall not exceed the amount of the Allowance. When all Work has been completed under this contract any balance of the original Allowance remaining at the completion of all Work shall be deducted from the Contract Price.

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

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

23.1.5 All charges 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

These services are funded by U.S. Department of Treasury (USDT) through the American Rescue Plan Act (ARP), State and Local Fiscal Recovery Funds (SLRF). All requirements of the federal award are applicable to the Successful Contractor(s), subcontractor, and any material suppliers. All services must be performed in accordance with applicable Federal, State, and Local regulations.

Definitions

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

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

Calculation of Liquidated Damages

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

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

Inspection Services	5 hours per day @ 150.00 per hour	$ 750.00
Project Management	2 hours per day @ $195.00 per hour	$ 390.00
Mileage	75 miles per day @ $0.655 per mile	$ 49.13
Other Miscellaneous Project Expenses		$ 10.87
Total Daily Liquidated Damages		$1,200.00

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

Construction Cost Estimate

The construction cost estimate for this project is $4,400,000.

Project Location

The Work will occur in the Jordan's Grove Facility owned by PCU and located at 428 Sardinia Circle within the William's Preserve Development in Davenport Florida. The nearest major intersection to the project site is Lee Jackson Highway and Catalina Boulevard.

Site Access

The project is located within existing rights-of-way and Polk County property. Contractor shall provide adequate access to minimize disruption to residents and businesses. Contractor shall provide noise control, access control to ensure site security and safety of residents, and erosion control to prevent damage to private property.

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

Award of Contract and Contract Time

The County's intent is to award this bid to the lowest responsive and responsible Contractor meeting qualifications. The County may reject all or may award the entire bid, as best serves the interest of County.

The Contract Time is as follows: 365 CALENDAR DAYS

The Contract Time for this project is a total of 335 calendar days from Notice to Proceed to reach Substantial Completion and 365 calendar days from Notice to Proceed for Final Completion.

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

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

Warranty Requirements

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

Qualifications

Bidder shall be a current State of Florida licensed General Contractor with experience in the installation of ground storage tanks equal to or greater than 1.0 million gallons, large diameter (<10-inch) yard piping, horizontal split-case pumps, vertical turbine pumps, and variable frequency drives (VFDs) in the state of Florida as the prime bidder.

Bidder should submit the following with their bid:

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

   A copy of the license should be included with the bid submittal, or within three days of request.

2. Contractor shall be registered under the governmentwide System for Award Management (SAM) at https://sam.gov/content/home at the time of bid submittal. The apparent low bid Contractor and its listed subcontractors shall not be debarred or suspended or in the process of being debarred or suspended.

3. Bidder must provide five (5) references from clients in which the bidder has performed similar size and scope services as the prime contractor, within the past ten (10) years, for projects involving ground storage tank installation of at least 1.0 million gallons, large diameter yard piping, horizontal split-case pumps, vertical turbine pumps and/or VFDs. Each reference should include:
   a) Name of the client
   b) Address of the client
   c) Contact person to include:
      i. Phone number and email address
   d) Superintendent's name
   e) Length of pipe(s) and size(s) constructed/installed
   f) Type and size of pumps installed (if applicable)
   g) Size of ground storage tank(s) installed (if applicable)
   h) Number and size (horsepower) of VFDs installed (if applicable)
   i) Period of Performance (start and end date of the services)
   j) Brief description of the services provided.

References should be submitted with the bid or must be provided within three (3) business days upon request and prior to award.

Record Drawings

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

Built Drawings shall be submitted by the Contractor with the Certificate of Substantial Completion.

Shop Drawings and Submittals

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

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

Project Manager @ $195.00 per hour

Percentage of Work

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

Additional Information

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

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

All signs, mailboxes, fences, guardrails, curbs, pavement markings, utility poles, plants, shrubs, trees, and other miscellaneous items shall be removed, reinstalled and/or replaced to match pre-construction conditions or better, or as directed by Owner. Contractor is responsible for cost associated with holding poles and relocating guy wires

as required for construction. All costs shall be incidental to construction cost and no additional compensation shall be allowed.

RFI Logs

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

Project Contingencies

The Bid Form includes Project Contingency line items totaling $230,000. Prior written approval by the Polk County Utilities Division Director is required for the expenditure of any of these contingency funds. Any work performed prior to receiving written approval is done at the Contractor's risk.

Workdays/Work Times

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

Permits and Approvals

Contractor shall prepare and submit Maintenance of Traffic (MOT) plans to comply with requirements of Polk County Roads and Drainage Division and Florida Department of Transportation (FDOT) permits, as applicable.

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

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

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

- FDEP Minor Revision to a Wastewater Facility or Activity Permit

- Polk County Level 3 Site Plan Permit
- Southwest Florida Water Management District/FDEP: Environmental Resource Permit (Stormwater System Modification)

Contractor and Subcontractors

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

Project Sign

Contractor shall provide a project sign as shown in the Drawings.

Substitute Material

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

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

Registration

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

SUPPLEMENTAL CONDITIONS-FEDERAL CLAUSES

The County has been awarded and received American Rescue Plan Act, State and Local Fiscal Recovery Funds ("SLFRF") for the services to be provided under the Agreement from the U.S. Department of Treasury. In accordance with the federal procurement standards at 2 C.F.R. sections 200.317 through 200.327 the following clauses are incorporated in this RFP, any resulting award with the prime Contractor, and any resulting contracts between the prime Contractor and sub-contractors and material suppliers. The following conditions are supplemental to the General Terms and Conditions. Where there is conflict, these Supplemental Conditions prevail unless the General Terms and Conditions are stricter.

1. **Equal Employment Opportunity**.

During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract/Purchase Order or with any of the said rules, regulations, or orders, this contract/Purchase Order may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. **Contract Work Hours and Safety Standards Act**.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work

in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. the U.S. Department of Treasury, the applicable Federal agency, or Polk County as the recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

3. **Clean Air Act and the Federal Water Pollution Control Act**.

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the U.S. Department of Treasury and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the U.S. Department of Treasury .

Federal Water Pollution Control Act

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

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure

notification to the U.S Department of Treasury, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the U.S. Department of Treasury.

4. **Debarment and Suspension. (Exhibit XXII)**

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

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

(3) This certification is a material representation of fact relied upon by Polk County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the U.S. Department of Treasury and the County. The Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder 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 further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

Contractors who apply or bid for an award of $100,000 or more shall file the required certification (attached hereto as Exhibit "B"). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

6. **Procurement of Recovered Materials.**

(1) In the performance of this Contract/Purchase Order, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program ."

7. **Domestic Preference**

In accordance with 2 CFR §200.322, to the greatest extent practicable under a Federal award, the County must provide a preference for the purchase acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

8. **Affirmative Action.**

In accordance with 2 CFR §200.321, the County is committed to taking all necessary steps to assure that minority businesses, women's business enterprises, 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 and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

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

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

9. **Access to Records**. The following access to records requirements apply to this Contract and any Purchase Order issued hereunder:

(1) The Contractor agrees to provide Polk County and the U.S. Department of Treasury, or any of their authorized representatives, including but not limited to the Government Accountability Office ("GOA"), Treasury's Office of Inspector General ("OIG"), and the Pandemic Relief Accountability Committee ("PRAC"), access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the U.S. Department of Treasury or their authorized representatives access to construction or other work sites pertaining to the work being completed under the applicable Purchase Order."

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

11. **Compliance with Federal Law, Regulations, and Executive Orders**. This is an acknowledgement that U.S. Department of Treasury American Rescue Plan financial assistance will be used to fund the Contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, policies, procedures, and directives.

12. **No Obligation by Federal Government.** The Federal Government is not a party to this Purchase Order and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from this Purchase Order.

13. **Program Fraud and False or Fraudulent Statements or Related Acts.**

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

14. **Default and Remedy**.

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

Certain Material Defaults. Among other matters, including without limitation, the Contractor's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, as described immediately above, any of the following shall constitute the Contractor's material default of the Contract: the appointment of a receiver to take possession of all or substantially all of the Contractor's assets, a general assignment by the Contractor for the benefit of creditors, or any action taken by or suffered by Contractor under any insolvency or bankruptcy act; or the Contractor is convicted of a public entity crime, is determined to have violated federal or state law prohibiting discrimination as stated in Section 287.134, Florida Statutes, or is prohibited from performing work for or transacting business with the County pursuant to Section 287.133 or to Section 287.134, Florida Statutes; or an assignment of the Contract made without the express written consent of the County; or the submission of a false certification to the County or engagement in prohibited business operations, both as described in the Contract Documents.

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, insuring the proper installation and operation of all materials and equipment required for the project, including all ODP items.

BILLINGS/PAYMENTS: All ODP's shall be billed to the County in care of the Contractor.

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

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

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

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

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

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

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

SALES TAX SAVINGS FORM

CONTRACT # _____

DESCRIPTION OF PROJECT _____

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

1) This is the amount to be deducted from contract by change order.

2) The amount of the sales tax included in the material purchase line item supplied by contractor.

3) The amount to be used by Procurement to make the material purchase per the contractor's stated quantities.

Part C – BID SHEETS AND ACKNOWLEDGEMENT FORM (Unit Price)

NAME OF PROJECT: BID 23-514, Jordan's Grove Ground Storage Reservoir & High Service Pump Station.

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 **365** CALENDAR DAYS FOR FINAL COMPLETION

NAME OF BIDDER _____

(type or printed firm, corporation, business or individual)

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

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

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

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

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

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date_____

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

Submittal Date _____
(Bid Receiving Date)

BIDDER: _____

BY: _____
(Authorized Signature – in ink)

_____
(Printed Name of Signer)

_____
(Printed Title of Signer)

_____ _____ ____ _____
Address City State Zip Code

_____
Telephone Number
Email Address _____

ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

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

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A LIMITED LIABILITY COMPANY

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

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____

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

Commission Number _____ Commission Expiration Date _____

PART D – **EXHIBITS**

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 _____

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: OWNER ADDRESS: OWNER PHONE NO:	Polk County, a political subdivision of the State of Florida 330 W. Church St Bartow, FL 33830 (863) 534-6757
OBLIGEE NAME: (if contracting entity is different from the owner, the contracting public entity)	_____
OBLIGEE ADDRESS:	_____
OBLIGEE PHONE NO:	_____
BOND AMOUNT:	$_____
CONTRACT NUMBER:	_____
GENERAL DESCRIPTION OF PROJECT:	Furnish all labor, materials, supervision, and equipment necessary to perform all operations required for the demolition of existing equipment, piping, and hydropneumatics tank, and the construction of new a 1.0-million-gallon ground storage reservoir, two new high service pumps, two new jockey pumps, one new vertical turbine well pump, flow meter and control valve station and other items located in the Northeast Regional Utility Service Area (NERUSA).
PROJECT LOCATION:	The project is located at 428 Sardinia Circle, Davenport, Florida 33837.

EXHIBIT II (cont'd): PERFORMANCE BOND

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

THE CONDITION OF THIS BOND is that if the Principal:

1. Promptly, faithfully, efficiently and fully performs all work, services, duties and obligations set forth and described in that certain purchase order dated _____, 20___ (the "Purchase Order") between Principal and Obligee for performance of all operations required for the proper rehabilitation of Cured-In-Place (CIPP) lining and installation of approximately 1,400 liner feet of 8-inch gravity sewer pipes, at the times and in the manner proscribed in the Purchase Order; and
2. Pays Obligee all losses, damages (liquidated or actual), expenses, costs, and attorney's fees, including, without limitation, costs and attorney's fees on appeal, that Obligee sustains resulting directly or indirectly from any breach or default by Principal under the Purchase Order; and
3. Performs the guarantee of all work and materials furnished under the Purchase Order for the time specified therein; and
4. Satisfies all claims and demands incurred under the Purchase Order, and fully indemnifies and holds harmless the Obligee from all costs and damages which it may suffer by reason or failure to do so;

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

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

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

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon the Obligee's pursuit of its remedies against Principal, shall remain in full force and effect

notwithstanding (i) amendments or modifications to the Purchase Order entered into by Obligee and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Purchase Order granted by Obligee to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Purchase Order as a result of any proceeding initiated under the Bankruptcy code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability or Principal or its estate as a result of any proceeding.

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

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

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

ATTEST: PRINCIPAL:_____

BY: _____(SEAL)

Witness: _____ Authorized Signature (Principal)

Printed Name: _____

Witness: _____ Title of Person Signing Above:_____

ATTEST: SURETY: _____

Printed Name: _____

Witness: _____ 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: 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.

STATE OF _____

COUNTY OF _____

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

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EXHIBIT V: NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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

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

State of _____)
SS
County of _____)

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

1. They are _____ of _____ , hereafter referred to as the Subcontractor;

2. They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to _____ the Contractor for certain work in connection with Bid: 23-514, Jordan's Grove Ground Storage Reservoir & High Service Pump Station.

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

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

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

STATE OF _____

COUNTY OF _____

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

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EXHIBIT VI: AFFIDAVIT OF PERCENTAGE OF WORK

Bid # 23-514, Jordan's Grove Ground Storage Reservoir & High Service Pump Station

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

Bidder must sign and have notarized:

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

Dated this _____day of _____, 20___

Name of Firm _____

By _____

_____

Title of Person Signing

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

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EXHIBIT VI-A: SUBCONTRACTOR LIST

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

To receive a copy of the **Exhibit VI-A, Subcontractor List**, 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 23-514 Jordans Grove GSR and HSPS.zip**", select "Open" or "Save As" to download the Bid documents, drawings, technical specifications, Excel Bid Sheet and Excel exhibits. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.

EXHIBIT VI-B: GOOD FAITH EFFORT DOCUMENTATION

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

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

EXHIBIT VII: TRENCH SAFETY ACT COMPLIANCE

General:

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

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

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

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

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

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

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

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

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

EXHIBIT VIII: EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

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

Contractor's Name: _____

Address: _____

_____

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

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

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

_____

Printed Name

_____

Title

_____

Signature

_____

Date

EXHIBIT IX: DRUG-FREE WORKPLACE FORM

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

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

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

_____
Bidders Signature

_____
Date

EXHIBIT X: SAFETY REQUIREMENTS/REGULATIONS FORM

Bidder must sign and have notarized:

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

Dated this _____ Day of _____ 20___

Name of Firm: _____

By: _____
Title of Person Signing

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

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EXHIBIT XI: APPLICATION FOR PAYMENT

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

To receive a copy of the **Exhibit XI, Application for Payment**, 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 23-514 Jordans Grove GSR and HSPS.zip**", select "Open" or "Save As" to download the Bid documents, drawings, technical specifications, Excel Bid Sheet, and Excel exhibits. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.

EXHIBIT XII: CONTRACTOR CERTIFICATION OF DISBURSEMENT

PROJECT: Jordan's Grove Ground Storage Reservoir & High Service Pump Station

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**
State of _____ County of: _____ Sworn to and subscribed before me by means of __ physical presence or __ on line notarization, this _____ day of _____ of _____by _____ **(Print name of authorized person signing Certification)**	A false statement or omission made in connection with this Certification is sufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of non-responsibility, and may subject the person and/or entity making the false statement to all applicable civil and criminal penalties.
_____ **(Notary Public)** **Commission Expires:** _____ Personally known _____ OR Produced identification_____ Type of Identification Produced:_____	_____ **Contractor** _____ **By** _____ **Title**

Instructions:

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

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

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

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

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

EXHIBIT XIII: CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: Jordan's Grove Ground Storage Reservoir & High Service Pump Station

County's Project No.: 6802039

Contractor No.: _____

Contract Date: _____

Notice to Proceed Date: _____

Completion Date: _____

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

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

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

Contractor: _____
(Type Company Name)

By: _____
(Authorized Signature)

_____
(Typed Name & Title)

Date: _____

Professional: _____
(Authorized Signature)

Date: _____

County: _____
(Typed Name of Division)

By: _____
(Authorized Signature)

Date: _____

EXHIBIT XIV: CERTIFICATE OF FINAL COMPLETION

Project: Jordan's Grove Ground Storage Reservoir & High Service Pump Station

County's Project No.: 6802039

Contract No.: _____

Contract Date: _____

Notice to Proceed Date: _____

Substantial Completion Date: _____

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

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

Contractor: _____
(Type Company Name)

By: _____
(Authorized Signature)

_____
(Typed Name & Title)

Date: _____

Professional: _____
(Authorized Signature)

Date: _____

County: _____
(Typed Name of Division)

By: _____
(Authorized Signature)

Date: _____

EXHIBIT XV: MATERIALS AND EQUIPMENT STORED ON-SITE

Contractor's Estimate No. _____ Project _____

Period _____ to _____ Page _____ of _____

Prepared (signed & typed name) _____

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

EXHIBIT XVI: ALLOWANCE AUTHORIZATION RELEASE (AAR)

PROJECT:

AAR NO.:
CONTRACT NO.:

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

Date: _____

_____
ARCHITECT/ENGINEER

Date: _____

_____
COUNTY DIVISION DIRECTOR

Date: _____

_____
COUNTY MANAGER or designee

Date: _____

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

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

_____
CHAIRMAN

Date: _____

EXHIBIT XVII: CHANGE ORDER

Project: **Contract No.:** **Change Order No:**

Polk County, a political subdivision of the State of Florida

Contractor:

Architect/Engineer:

Description of Change Order:

Contract is changed as follows:

Architect/Engineer: _____(Signature) Date:_____

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

Contract Time will be increased by _____ days.

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

The above changes are accepted by:

Contractor: _____ Date: _____

You are hereby authorized to make the changes noted above:

Division Director: _____ Date:_____

Reviewed as to form and legal sufficiency:

_____ _____

County Attorney's Office Date County Manager/Designee Date

(Change order increases require Board approval)

Attest: STACY M. BUTTERFIELD, CLERK

Polk County, a political subdivision of the State of Florida

By: _____ By: _____

Deputy Clerk _____, Chairman
Board of County Commissioners

Date Signed by Chairman: _____

EXHIBT XVIII: CERTIFICATE OF COMPLIANCE

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

Bid # 23-514, Jordan's Grove Ground Storage Reservoir & High Service Pump Station

_____
Contractor

_____
Signature

_____
Printed Name of Signer

_____
Date

EXHIBIT XIX: CERTIFICATION IMMIGRATION LAWS

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 0online notarization, this _____ day of _____, 20__, by _____(name) as _____ (title of officer) of _____ (entity name), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EXHIBIT XX: STATEMENT OF NO BID

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

We have declined to bid on Contract Bid File: 23-514, Jordan's Grove Ground Storage Reservoir & High Service Pump Station for the following reasons:

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

_____ Insufficient time to respond to invitation for bid.

_____ We do not offer this product or service.

_____ Our schedule would not permit us to perform.

_____ Unable to meet specifications.

_____ Unable to meet bond or insurance requirements.

_____ Specifications unclear (please explain below).

_____ Other (please specify)._____

_____

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

_____
Typed Name and Title

_____
Signature

_____
Company

_____
Address

_____
Telephone Number

_____
Date

EXHIBIT XXI: SCRUTINIZED COMPANIES CERTIFICATION FORM

Florida Statutes, Section 287.135)

SOLICITATION NO.: Bid: 23-514

PROJECT NAME: Jordan's Grove Ground Storage Reservoir & High Service Pump Station

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

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

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

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

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

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

ATTEST:

_____

a_____ _____

By: _____ By: _____

PRINTED NAME: _____ PRINTED NAME: _____

Its:_____ Its: _____

EXHIBIT XXII: EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

Bid 23-514, Jordan's Grove Ground Storage Reservoir & High Service Pump Station

The undersigned, as an authorized officer of the Contractor identified below (the "**Contractor**"), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the "**County**"), by and on behalf of the Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the "**Contract**"), as follows:

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

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

3. By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this _____ day of _____, 20___.

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

EXHIBIT XXIII: 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 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 further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

EXHIBIT XXIV: 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 Effective Date (defined as the date approved by the Board and executed by the Chairman) between Polk County, a political subdivision of the State of Florida, hereinafter known as the "County", and _____ their successors, executors, administrators and assigns, hereinafter referred to as the "Contractor".

WITNESSETH: Whereas the Contractor agrees with the County, for the consideration herein mentioned, and at their own proper cost and expense, to perform all the Work and furnish all the material, equipment, supplies and labor necessary to carry out this agreement in the manner and to the fullest extent as set forth in the attached Bid documents, being hereby made as such a binding part of this Contract as if written word for word herein, and whereas the Contractor has furnished satisfactory Bond and has complied with insurance requirements of the Specifications in Bid #:23-514, Jordan's Grove Ground Storage Reservoir & High Service Pump Station.

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

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

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

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

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

Occupancy within 335 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 365 days. The allowance time for this project is 27 days.

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

Article 6. Partial Payments: Payment will be made to the Contractor for the Contract Work actually performed by the Contractor (during the previous calendar month) and approved by the County subject, however, to retention by the County of an amount equal to five percent (5%) of the payment 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:_____
GEORGE LINDSEY III, 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 AND DRAWINGS

Documents incorporated by reference in Supplementary Conditions on page 72:

Technical Specifications, Jordan's Grove Ground Storage Reservoir and HSPS, prepared by Tetra Tech, Inc. dated June 2023 (Attachment "A").

To receive a copy of the **Attachment "A" Technical Specifications and Attachment "B" Drawings**, please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation.* After you have logged in to the FTP site, double click on the file folder "**Bid 23-514 Jordans Grove GSR and HSPS zip**", select "Open" or "Save As" to download the Bid documents, drawings, technical specifications, Excel Bid Sheet, and Excel exhibits. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.

SCHEDULE OF BID ITEMS
Polk County Utilities, Polk County Florida
Jordan's Grove Ground Storage Reservoir & High Service Pump Station
Bid Number: 23-514

Bid Item	Description	Estimated Quantity	Unit of Measure	Total Price (in Words)	Total Price
1	Construction of the Jordans Grove Storage Reservoir and High Service Pump Station	1	LS		
2A	Electrical Contingency	1	LS	Forty Thousand and 00/100	$ 40,000.00
2B	I&C Contingency	1	LS	Forty Thousand and 00/100	$ 40,000.00
2C	Civil/Site Contingency	1	LS	Thirty Thousand and 00/100	$ 30,000.00
2D	Mechanical Contingency	1	LS	Thirty Thousand and 00/100	$ 30,000.00
2E	Structural Contingency	1	LS	Thirty Thousand and 00/100	$ 30,000.00
2F	Gopher Tortoise Relocation Contingency	1	LS	Twenty Five Thousand and 00/100	$ 25,000.00
2G	Contingency for Unforseen Conditions	1	LS	Thirty Five Thousand and 00/100	$ 35,000.00
TOTAL BID (Basis of Award)					$ 230,000.00

CONTRACTOR NAME

CIP BUDGET AMENDMENT REQUEST

(Used for amendments/tranfers per CIP Policy approved 2 September 2014)

Date 10.31.23

Projects Jordon's Grove 6802039

Division Utilities

	For Policy 6.a and 6.b					For Policy 6.b only	
	Amount **FROM**	Fund	Cost Center	Account	Project	Total Project Budget	% Decrease
	$ 278,908	42011	680536150	5998140	0000000	$ 24,123,707	1.2%
TOTAL	$ 278,908						
	Amount **TO**						% Increase
	$ 278,908	42011	680536150	5666000	6802039	$ 4,953,908	5.6%
TOTAL	$ 278,908						

JUSTIFICATION **(Attached most current CIP Detail Sheets)**

Agenda item to increase CIP budget as construction contracts came in higher than anticipated

Division Director Recommend Approval: Tamara Richardson Date: 10-31-23

APPROVALS

Policy 6.a: Budget/Procurement	Policy 6.b: County Management/Designee
(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.

Requesting Division: FORWARD TO BUDGET & MANAGEMENT SERVICES (CA02) **(Rev. 09-14)**

FY2024- FY2028 COMMUNITY INVESTMENT PROGRAM | UTILITIES CIP RR SUMMARY

PROJECT # 6802039 **PROJECT NAME:** **Jordons Grove Ground Storage Reservoir and High Service Pump Station** **PAGE #** 3

GENERAL PROJECT DATA:		COMPREHENSIVE PLAN INFORMATION:		PROJECT NEED CRITERIA		PROJECT SCHEDULE	FY24 1 2 3 4	FY25 1 2 3 4	FY26 1 2 3 4	FY27 1 2 3 4	FY28 1 2 3 4
Project Name	Jordons Grove Ground Storage Reservoir and High Service Pump Station	Project listed in CIE?	Yes	Safety		Design/Arch					
Functional Ar	Reclaimed Water Projects	Comp. Plan reference:		Mandate		Land/ROW					
Department:	Utilities	LOS/Concurrency Related:	Yes	Replace		Construction					
Location:	Northeast Region			Growth	x	Other & Operating Ex					

PROJECT DESCRIPTION:
From the 2015 NERUSA Master Plan: New reclaimed water storage and re-pump facility at the Jordan Grove facility, including 2MG ground storage tank and reuse high service pump station (NE_RW_26).

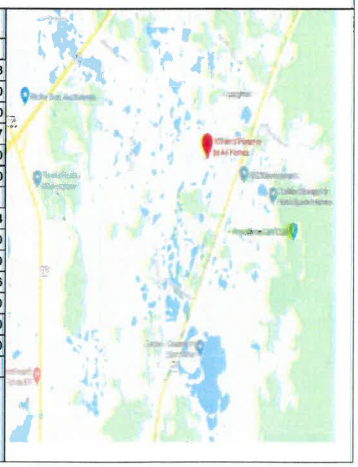
PROJECT RATIONALE (Include Additional LOS Detail, if necessary):
Accommodate future demands and increase reclaimed water system reliability in the eastern portion of the NERUSA, as defined by the NERUSA Master Plan Update of 2015. Improvements will improve general system hydraulics and avoid low pressures while adding storage.

OPERATING BUDGET IMPACT:

REPLACEMENT COUNTY PROPERTY NO.: NA

	Fund	Cost Center
Fund 1	42011	680536150
Fund 2	42111	680536150
Fund 3	42113	680536150
Fund 4	42433/42611/ 42431	680536150
Fund 5	42013	680536150
Fund 6	14501	300001109

	Prior Cum.	FY23	FY23 Projected	FY24	FY25	FY26	FY27	FY28	Future Years	Proposed Project Total
EXPENDITURE PLAN										
Design/Arch/Eng.	157,331	200,000	86,172	150,000	50,000	0	0	0	0	**443,503**
Land (or ROW)	0	0	0	0	0	0	0	0	0	**0**
Construction	0	2,070,000	570,000	3,000,000	500,000	0	0	0	0	**4,070,000**
Other-Operating Expense	6,497	100,000	25,000	75,000	55,000	0	0	0	0	**161,497**
Equipment/software	0	0	0	0	0	0	0	0	0	**0**
Total Project Cost	**163,828**	**2,370,000**	**681,172**	**3,225,000**	**605,000**	**0**	**0**	**0**	**0**	**4,675,000**
FUNDING PLAN										
42011 Water/Sewer Rates	106,352	0	681,172	0	0	0	0	0	0	**787,524**
42111 Water Connection Fees	0	0	0	0	0	0	0	0	0	**0**
42113 Connection Fees (Sewe	0	0	0	155,000	605,000	0	0	0	0	**760,000**
42431, 42611, 42433 Bonds	57,476	0	0	0	0	0	0	0	0	**57,476**
42013 AWS Surcharge	0	0	0	0	0	0	0	0	0	**0**
14501 ARP CLFRF	0	2,370,000	0	3,070,000	0	0	0	0	0	**3,070,000**
Total Funding	**163,828**	**2,370,000**	**681,172**	**3,225,000**	**605,000**	**0**	**0**	**0**	**0**	**4,675,000**
OPERATING BUDGET IMPACT										
Personnel Services										
Non-Personnel										
Capital										
Total Operating				**0**	**0**	**0**	**0**	**0**	**0**	



Polk County

Board of County Commissioners

Agenda Item H.3. 11/7/2023

SUBJECT

Approve Infrastructure Agreement with Pulte Home Company, LLC, (developer) for Wastewater Improvements serving Belle Haven ($497,471.00 not-to-exceed cost).

DESCRIPTION

The developer has constructed a 183-unit single family home and 170-unit townhome Belle Haven development near the intersection of US Hwy 27. and Dunson Road. Wastewater service is provided to the development by Polk County Utilities (PCU). Additional development is ongoing in the area near the proposed development which will also rely on PCU for wastewater service.

To support future growth in the area and limit the number of crossings in Department of Transportation Right of Way, PCU requested the developer upsize a lift station and force main from the 8-foot diameter lift station and 6-inch force main required for the proposed development to a 12-foot diameter lift station and 10-inch force main. The 12-foot diameter lift station and 10-inch force main will provide wastewater capacity for the Belle Haven project and 3 additional apartment complexes while maintaining a single crossing in the US Hwy 27 Department of Transportation Right of Way. This agreement provides for the reimbursement associated with upsizing the lift station and force main of the proposed development to serve regional needs within the US Highway 27 and Dunson Road region.

RECOMMENDATION

Request approval of the Infrastructure Agreement with Pulte Home Company, LLC, (developer) for Wastewater Improvements in Belle Haven Planned Development at a cost not-to-exceed $497,471.00.

FISCAL IMPACT

Funding in the amount of $497,471.00 is available in the Utilities Expansion CIP Miscellaneous Developers Agreement Project Budget.

CONTACT INFORMATION

Joshua Behr, P.E.
Utilities Capacity Engineer
(863) 298-4212, JoshuaBehr@polk-county.net <mailto:JoshuaBehr@polk-county.net>

SUBJECT

Approve Infrastructure Agreement with Pulte Home Company, LLC, (developer) for Wastewater Improvements serving Belle Haven ($497,471.00 not-to-exceed cost).

DESCRIPTION

The developer has constructed a 183-unit single family home and 170-unit townhome Belle Haven development near the intersection of US Hwy 27. and Dunson Road. Wastewater service is provided to the development by Polk County Utilities (PCU). Additional development is ongoing in the area near the proposed development which will also rely on PCU for wastewater service.

To support future growth in the area and limit the number of crossings in Department of Transportation Right of Way, PCU requested the developer upsize a lift station and force main from the 8-foot diameter lift station and 6-inch force main required for the proposed development to a 12-foot diameter lift station and 10-inch force main. The 12-foot diameter lift station and 10-inch force main will provide wastewater capacity for the Belle Haven project and 3 additional apartment complexes while maintaining a single crossing in the US Hwy 27 Department of Transportation Right of Way. This agreement provides for the reimbursement associated with upsizing the lift station and force main of the proposed development to serve regional needs within the US Highway 27 and Dunson Road region.

RECOMMENDATION

Request approval of the Infrastructure Agreement with Pulte Home Company, LLC, (developer) for Wastewater Improvements in Belle Haven Planned Development at a cost not-to-exceed $497,471.00.

FISCAL IMPACT

Funding in the amount of $497,471.00 is available in the Utilities Expansion CIP Miscellaneous Developers Agreement Project Budget.

CONTACT INFORMATION

Joshua Behr, P.E.
Utilities Capacity Engineer
(863) 298-4212
JoshuaBehr@polk-county.net

Project Checklist

- Project Name: Infrastructure Agreement for Wastewater Improvements in Belle Haven Planned Development
- Project Location: Northeast Regional Utility Service Area
- Source of Funds: Funding is available in Miscellaneous Developers Agreement Project Budget (42111.680536150.5666000.6817009)
- Project Cost Summary: Not to exceed cost of $497,471.00.
- Certifications: This request has been reviewed by:

Joshua Behr, P.E.
Utilities Capacity Engineer

Mark Addison, P.E.
Utilities CIP Manager

Charles Richards, C.P.A
Customer Service/Finance Manager

Tamara Richardson, P.E.
Utilities Division Director

INFRASTRUCTURE AGREEMENT
FOR WASTEWATER IMPROVEMENTS IN
BELLE HAVEN PLANNED DEVELOPMENT

This Infrastructure Agreement ("AGREEMENT") is made and executed as of the Effective Date (defined in Section 11 below) between Pulte Home Company, LLC, a Michigan limited liability company, whose address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 ("DEVELOPER") and Polk County, a political subdivision of the State of Florida, whose address is 330 West Church Street, Bartow, Florida 33831 ("POLK COUNTY"). DEVELOPER and POLK COUNTY are referred to herein individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the DEVELOPER is the owner and developer of the Belle Haven Project (the "Project") that is to be developed on real property (the "Property") described on the attached Exhibit "A" to this Agreement; and

WHEREAS, POLK COUNTY is the utility provider for wastewater services for the Project which is located in the POLK COUNTY Northeast Regional Utility Service Area; and

WHEREAS, the development of the Project will require a lift station, additional grading and earthwork and an increase in the size of the wastewater force main and wastewater gravity sewer main which will convey wastewater into the existing POLK COUNTY wastewater system; and

WHEREAS, POLK COUNTY desires to construct one regional wastewater lift station to develop a more efficient and cost-effective wastewater system in this Project; and

WHEREAS, POLK COUNTY has Community Improvement Program funds available to pay the projected cost to perform the additional grading and earthwork, upgrade the DEVELOPER's proposed supporting lift station to a regional wastewater lift station and to up-size the Force Main (hereafter defined) and Sewer Main (as hereafter defined) as depicted and described on Exhibit "B" attached hereto; and

NOW, THEREFORE, in consideration of mutual promises and other considerations contained herein, the Parties hereto agree as follows:

1. Recitals. The foregoing recitals are incorporated herein by reference as if recited in full and serve as a factual stipulation which is the basis for the AGREEMENT.

2. Project Description. The Project has been approved by POLK COUNTY to construct a maximum of 183 single family and 170 townhomes with associated subdivision improvements, including certain amenities, on the Property. The approved site construction plans for the Project are incorporated into this AGREEMENT by reference and require the DEVELOPER to construct and install certain supporting wastewater improvements.

3. Regional Lift Station. In lieu of constructing a lift station sufficient to support the approved Project as described in the documents identified in Section 6 below, POLK COUNTY has requested and the DEVELOPER has agreed to fund, design, permit and construct a regional wastewater lift station (the "Regional Lift Station") designed to accommodate wastewater flows from the surrounding undeveloped and/or developed areas in addition to the wastewater flows from Project. The amount of flow generated by future development of the surrounding area has been determined to be 129 gallons per minute (GPM). Accordingly, when designing, permitting and constructing the Regional Lift Station the DEVELOPER shall increase the size of the wet well diameter from the formerly planned 8 feet to 12 feet. The DEVELOPER shall warrant the Regional Lift Station in accordance with the applicable sections of the Polk County Utility Code.

The DEVELOPER shall dedicate and convey the parcel of the Property which is more specifically described and depicted on the attached Exhibit "B" to the Agreement for use as the Regional Lift Station (the "Regional Lift Station Parcel"). The DEVELOPER shall convey fee simple title of such Regional Lift Station Parcel at no cost to POLK COUNTY with a clear and marketable title. The conveyance shall be by a warranty deed, in the form shown on the attached Exhibit "C", and shall occur after the Regional Lift Station has been properly completed and permitted, and prior to any certificate of occupancy being issued by POLK COUNTY for the Project.

4. Force Main and Sewer Main. The DEVELOPER shall fund design, permit, and construct the following: (i) a 10-inch force main, rather than a 6-inch force main, from the Regional Lift Station, north along the roadway immediately to the west of the Regional Lift Station and turning west to the existing force main that discharges from Indigo at Champions Ridge Apartments private lift station (the "Force Main"); (ii) a 10-inch gravity sewer main, rather than an 8-inch gravity sewer main, from the Regional Lift Station north along the proposed roadway of the Project immediately to the east of the Regional Lift Station terminating in the SS-6 manhole on the approved plans (the "Sewer Main"), all as more particularly depicted on Exhibit "B" attached hereto, and (iii) a 4-inch force main from the existing force main from the Indigo at Champions

Ridge Apartments private lift station at the point of increase from 4-inch to 10-inch to manhole SS-6 as identified on the approved Project plans.

5. Earthwork. In connection with constructing the Regional Lift Station and Force Main and Sewer Main, POLK COUNTY has requested and the DEVELOPER has agreed to undertake certain additional grading and earthwork along the roadway immediately to the west of the Regional Lift Station as depicted on Exhibit "B" attached hereto (the "Earthwork"), the costs for which are described on Exhibit "D" attached hereto.

6. Construction. The DEVELOPER shall design, permit and construct the wastewater system improvements as described in Sections 3 and 4 above ("Wastewater System Improvements"), in accordance with Site Construction Plans approved by POLK COUNTY; and the Polk County Land Development Code and Utility Code. The site plans approved by POLK COUNTY are identified as Project No. LDRES-2021-6 and POLK COUNTY UTILITIES Project No. 2020.12.20.0 and are maintained in the Polk County Land Development Division. The Wastewater System Improvements shall also meet the applicable rules and regulations of the Florida Department of Environmental Protection.

7. Wastewater System Improvements. The DEVELOPER shall submit the necessary construction and financial information to ensure that these Wastewater System Improvements are properly constructed and that all contractors and subcontractors have been paid in full. The following written documentation shall be submitted to POLK COUNTY no later than 60 days after construction has been completed: (1) copies of field inspections, (2) Letter of Dedication, (3) Engineer of Record Certification, (4) Contractor's Certificate of Completion, (5) wastewater system Schedule of Values, (6) contractor invoices and payments, (7) Releases of Liens, and (8) Final Record Drawings that meet the Polk County Land Development Code and Utility Code; and the POLK COUNTY financial and accounting requirements. Upon receipt of all such documentation, POLK COUNTY shall have 30 days to review and determine whether the submitted documentation is complete, and if not, request any additional documentation that is needed. Once all required documents have been received the Wastewater System Improvements will be presented to the POLK COUNTY Board of Commissioners for acceptance and ownership.

8. Reimbursement. POLK COUNTY shall reimburse the DEVELOPER a sum not to exceed $497,471 for the DEVELOPER's actual costs incurred to construct the Wastewater System Improvements and Earthwork as noted on the attached Exhibit "D". The DEVELOPER shall be responsible for all other Wastewater System

Improvements and Earthwork costs. POLK COUNTY shall deliver the reimbursement payment to the DEVELOPER within 30 days after POLK COUNTY has accepted the Wastewater System Improvements as described in Section 7 above.

9. Notices. Whenever either Party desires to give notice to the other, it must be given by written notice delivered: (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 9. For the present, the parties designate the following as the respective places for giving of notice:

9.1. Notice to POLK COUNTY shall be:

Utilities Division Director
Utilities Division
1011 Jim Keene Blvd.
Winter Haven, FL 33880

with a copy to
County Attorney
330 West Church Street
Bartow, FL 33830

9.2 Notices to DEVELOPER shall be:

Pulte Home Company, LLC
4901 Vineland Road, Suite 500
Orlando, Florida 32811
Attn: Clint Ball, Division President, North Florida Division

Notices shall be effective upon receipt or upon refusal to accept receipt.

10. Effective Date. The Effective Date of this AGREEMENT shall be the date in which POLK COUNTY executes this AGREEMENT.

11. Expiration. This AGREEMENT shall terminate upon full completion of the following: POLK COUNTY accepts the Wastewater System Improvements for ownership; and the DEVELOPER has received the reimbursement payment for the Wastewater System Improvements.

12. Default and Remedy. If either Party materially defaults in its obligations under this AGREEMENT and fails to cure the same within thirty (30) days after the date the

Party receives written notice of the default from the other non-defaulting Party, then the non-defaulting Party shall have the right to (i) immediately terminate this AGREEMENT by delivering written notice to the materially defaulting Party, and (ii) pursue any and all remedies available in law, equity, and under this AGREEMENT.

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

14. Indemnity. The DEVELOPER shall indemnify, defend (by counsel reasonably acceptable to POLK COUNTY), protect and hold harmless POLK COUNTY and its officers, employees and agents 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 there from) arising out of or resulting from the design, permitting and construction of the Wastewater System Improvements that are caused in whole or in part by an act or omission of the DEVELOPER, its engineers, designers, contractors, subcontractors, material suppliers, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. The foregoing indemnity shall (i) in no way cover any negligent acts, negligent omissions or negligent misrepresentations of POLK COUNTY, its officers, employees or agents, and (ii) not be applicable to claims and disputes arising from events occurring one or more years after conveyance of the Wastewater System Improvements to POLK COUNTY pursuant to the AGREEMENT. The provisions of this Section 14 shall survive the expiration or earlier termination of this AGREEMENT.

15. Insurance.

15.1 The DEVELOPER shall require its engineer (and other design professionals) who participate in the design, permitting and construction of the Wastewater System Improvements to acquire and maintain Professional Liability Insurance in the amount of $2,000,000.00 per occurrence, exclusive of defense costs, and the Commercial General Liability, Comprehensive Auto Liability, and Workers Compensation coverages stated in Section 15.2. below.

15.2 The DEVELOPER shall require its engineer (and other design professionals), general contractor, other contractors and subcontractors who participate in the design, permitting and construction of the Wastewater System Improvements to acquire and maintain the following types of insurance with at least the following minimum limits of liability:

Commercial General Liability:	$1,000,000.00 per occurrence
Comprehensive Automobile Liability	$1,000,000.00 per occurrence
Workers Compensation	Statutory Limits
Employers Liability	$1,000,000.00

15.3 All insurance must be provided by a carrier licensed to do business in the State of Florida having an A.M. Best rating of at least the "A" category and size category of VIII. POLK COUNTY shall be named as an additional insured on General Liability and Automobile Liability policies. The General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of POLK COUNTY.

15.4 The DEVELOPER shall provide POLK COUNTY original Certificates of Insurance satisfactory to the COUNTY to evidence such coverage before any work commences. POLK COUNTY must be identified on the Certificates as follows: "Polk County, a political subdivision of the State of Florida."

16. Waiver. A waiver by either 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.

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

18. Modification. This AGREEMENT may only be modified by a written amendment properly executed by the Parties. No oral modifications will be effective or binding.

19. Integration. This AGREEMENT sets forth the entire AGREEMENT between the Parties with respect to its subject matter and there are no promises or understandings other than those stated herein. This AGREEMENT supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the Parties pertaining to the construction of the Wastewater System Improvements, whether written or oral.

20. Counterparts. This AGREEMENT may be executed in multiple counterparts each of which shall be an original, but which collectively shall form a single AGREEMENT.

21. Governing Law; Venue. This AGREEMENT shall be governed and interpreted in accordance with the laws of the State of Florida. Venue for any action relating to this AGREEMENT shall be the Tenth Judicial Circuit, Polk County, Florida.

22. Binding Effect; Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of all successors and assigns of the Parties.

23. Employment Eligibility; Verification (E-Verify).

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

23.2 Pursuant to Section 448.095(5), Florida Statutes, the Developer (as 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) POLK COUNTY and the contractor may not enter into the Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontract 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 POLK COUNTY may treat a failure to comply as a material breach of this Agreement.

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

24. Severability. 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.

The remainder of this page is intentionally left blank; the Agreement continues on the following page with the Parties' signatures.

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have made and executed this Agreement as of the Effective Date.

POLK COUNTY, FLORIDA

ATTEST:

By: _____
George Lindsey III, Chair
Board of County Commissioners

Stacy M. Butterfield
Clerk of the Board

_____
Deputy Clerk

Executed on _____, 2023

Approved by the County Attorney as to form and legal sufficiency:

By: _____
County Attorney

Date: _____

WITNESSES

_____
Signature

SEAN BAILEY
Print Name

4901 VINELAND RD. SUITE 500 ORLANDO, FL 32811
Address

_____
Signature

Jeff Farhood
Print Name

Address

PULTE HOME COMPANY, LLC,
a Michigan limited liability company

_____
Signature

Christopher Wrenn
Print Name

Vice President - Land Development
Title

STATE OF Florida

COUNTY OF Orange

The foregoing instrument is hereby acknowledged before me this 28 day of August, 2023, by Christopher Wrenn, as VP of Land Dev. of Pulte Home Company, LLC, a Michigan limited liability company, on behalf of the Company. He/She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC: _____

Seal

My Commission Expires: 08/24/24

ALEXANDRA V. CASTRO
MY COMMISSION # HH 035459
EXPIRES: August 24, 2024
Bonded Thru Notary Public Underwriters

Exhibit A
Legal Description Belle Haven _____

A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF AFORESAID SOUTHWEST 1/4 OF SECTION 6; THENCE RUN SOUTH 89°10'48" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 6 FOR A DISTANCE OF 1409.40 FEET TO A POINT ON A LINE PARALLEL WITH AND 80.00 FEET WEST OF THE EAST LINE OF THE WEST 1/2 OF AFORESAID SOUTHWEST 1/4 OF SECTION 6; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°11'35" WEST ALONG SAID PARALLEL LINE FOR A DISTANCE OF 60.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF DUNSON ROAD AND A POINT ON THE NORTH BOUNDARY LINE OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 7574, PAGE 948 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID PARALLEL LINE RUN SOUTH 89°10'48" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE AND SAID NORTH BOUNDARY LINE FOR A DISTANCE OF 791.62 FEET TO THE SOUTHEAST CORNER OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 10851, PAGE 2085 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE AND SAID NORTH BOUNDARY LINE RUN NORTH 11°20'41" WEST ALONG THE EAST LINE OF SAID PARCEL FOR A DISTANCE OF 696.66 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE DEPARTING SAID EAST LINE RUN NORTH 08°15'05" WEST FOR A DISTANCE OF 155.25 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 10,000.00 FEET WITH A CHORD BEARING OF NORTH 04°12'39" WEST, AND A CHORD DISTANCE OF 1409.26 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°04'52" FOR A DISTANCE OF 1410.43 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 00°10'13" WEST FOR A DISTANCE OF 320.39 FEET TO A POINT ON THE SOUTH LINE OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3022, PAGE 1649 OF AFORESAID PUBLIC RECORDS; THENCE RUN NORTH 89°49'47" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 239.92 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 89°59'52" EAST FOR A DISTANCE OF 806.76 FEET TO A POINT ON AFORESAID LINE PARALLEL WITH AND 80.00 FEET WEST OF THE EAST LINE OF THE WEST 1/2 OF AFORESAID SOUTHWEST 1/4 OF SECTION 6; THENCE RUN SOUTH 00°11'35" EAST ALONG SAID PARALLEL LINE FOR A DISTANCE OF 2551.97 FEET TO THE POINT OF BEGINNING.

Exhibit B - Regional Lift Station Parcel Legal Description and Sketch

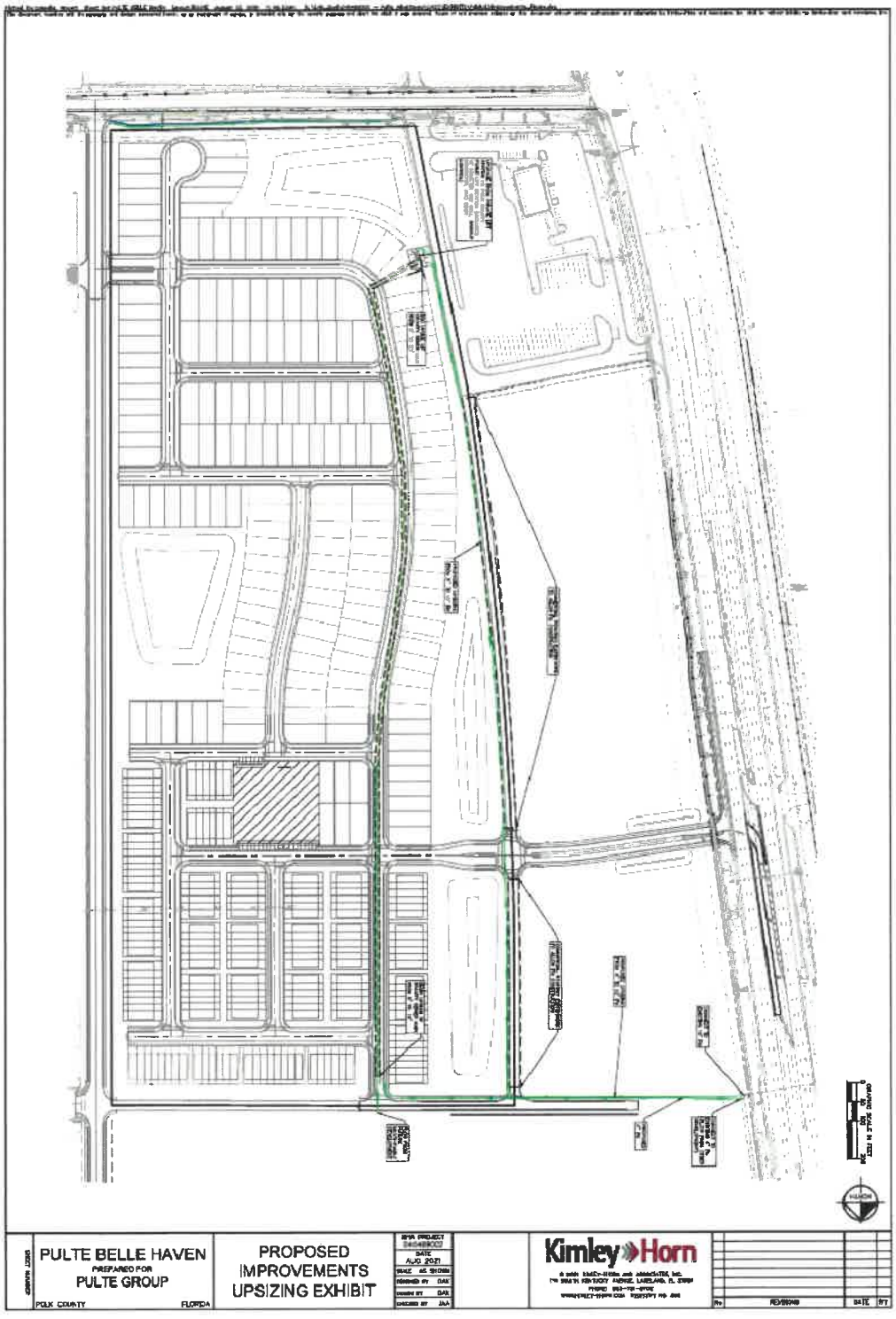


Exhibit C
Warranty Deed Format

Exhibit C
Warranty Deed Format

WARRANTY DEED

THIS INDENTURE, made this _____, day of _____, 202__, between **PULTE HOME COMPANY, LLC**, a Michigan limited liability company, whose address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811, 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 forever; and the said Grantor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has executed this Warranty Deed as of the date first written above.

Signed, sealed, and delivered in
the presence of:

WITNESSES:

_____
WITNESS 1

PRINT NAME: _____

_____
WITNESS 2

_____
PRINT NAME:

GRANTOR:

PULTE HOME COMPANY, LLC
a Michigan limited liability company

By: _____
Name: _____
Title: _____

State of Florida

County of _____

The foregoing instrument was acknowledged before me, by means of [ ] physical presence or [ ] online notarization, this _____ day of _____, 202___ by _____ _____, as _____ of Pulte Home Company, LLC, a Michigan limited liability company, on behalf of the company, who is ____ personally known to me, or ____who has produced _____ as identification.

_____
Notary Public

[Seal]

Exhibit D
Wastewater Infrastructure Improvements Costs

Probable Costs to Construct 8-ft Diameter Lift Station and 6" FM

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS PULTE BELLE HAVEN 8-FT DIAMETER LIFT STATION AND 6" FM					
ITEM	**DESCRIPTION**	**QUANTITY**		**UNIT PRICE**	**AMOUNT**
I. GENERAL CONDITIONS					
1	Mobilization and Misc.	1	LS	$ 50,000.00	50,000.00
				SUBTOTAL	**$ 50,000**
II. PROPOSED IMPROVEMENTS					
2	8' Diameter Wetwell	1	LS	$ 60,000.00	60,000.00
3	Lift Station Piping, Valves, & Fittings	1	LS	$ 36,000.00	36,000.00
4	Pumps and Control Panels	1	LS	$ 146,000.00	146,000.00
5	6" FM Open Cut	872	LF	$ 60.00	52,000.00
6	6" Directional Drill	300	LF	$ 100.00	30,000.00
7	6" Valves	2	EA	$ 1,500.00	3,000.00
8	Restoration	1	EA	$ 5,000.00	5,000.00
				SUBTOTAL	**$ 332,000.00**
SUMMARY					
I. GENERAL CONDITIONS					**$ 50,000**
II. PROPOSED IMPROVEMENTS					**$ 332,000**
				CONSTRUCTION TOTAL	**$ 382,000**

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

Probable Costs to Construct 12-ft Diameter Lift Station and 10" FM

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS PULTE BELLE HAVEN 12-FT DIAMETER LIFT STATION, 10" FM, and 4" FM					
ITEM	**DESCRIPTION**	**QUANTITY**		**UNIT PRICE**	**AMOUNT**
I. GENERAL CONDITIONS					
1	Mobilization and Misc.	1	LS	$ 50,000.00	50,000.00
				SUBTOTAL	**$ 50,000**
II. PROPOSED IMPROVEMENTS					
2	12' Diameter Wetwell	1	LS	$ 90,000.00	90,000.00
3	Lift Station Piping, Valves, & Fittings	1	LS	$ 54,000.00	54,000.00
4	Pumps and Polk County Standard Control Panels	1	LS	$ 156,000.00	156,000.00
5	4" FM Open Cut	978	LF	$ 50.00	49,000.00
6	10" FM Open Cut	2,859	LF	$ 80.00	229,000.00
7	10" Valves	3	EA	$ 3,000.00	9,000.00
8	Backup Generator	1	EA	$ 34,000.00	34,000.00
9	Restoration	1	EA	$ 5,000.00	5,000.00
				SUBTOTAL	**$ 626,000.00**
SUMMARY					
I. GENERAL CONDITIONS					**$ 50,000**
II. PROPOSED IMPROVEMENTS					**$ 626,000**
				CONSTRUCTION TOTAL	**$ 676,000**

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

Probable Cost for Additional Grading and Earthwork

Engineer's Opinion of Probable Cost Estimate

PULTE BELLE HAVEN - COUNYT EARTHWORK SHARE
U.S. 27 Polk County, Florida

ITEM NUMBER	LINE ITEM	QTY	UNIT	UNIT PRICE	TOTAL COST
0120 1	Regular Excavation (unfactored)	14495	CY	$6.68	$96,826.60
0120 6	Embankment (unfactored)	9205	CY	$10.21	$93,983.05
0570 1 1	Performance Turf	13762.0	SY	$0.92	$12,661.04
				Total	$203,471

Disclaimer:
The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the FDOT's Pay Item Cost History using 12 month State Wide Average. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

Reimbursement = 12' Diameter Lift Station + 10" FM + 4" FM Cost – (8' Diameter Lift Station + 8" FM) + Additional Grading and Earthwork

Reimbursement = $676,000 - $382,000 + $203,471 = $497,471

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/05/2023

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

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

PRODUCER	CONTACT NAME: Jeanne Miller	
Johnson & Company 801 N Orange Avenue Suite 510 Orlando FL 32801	PHONE (A/C, No, Ext): (407) 843-1120	FAX (A/C, No): (407) 843-5772
	E-MAIL ADDRESS: jmiller@johnsonandcompany.net	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Blue Ox Enterprises, LLC 500 North Way Sanford FL 32773	INSURER A : NATIONAL FIRE INSURANCE COMPANY	20478
	INSURER B : Great American Insurance Co	16691
	INSURER C : Bridgefield Employers Ins. Co.	10701
	INSURER D : Travelers Property & Casualty	25674
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2391916980 **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:			7039675045	07/11/2023	07/11/2024	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 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			7039675028	07/11/2023	07/11/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			TUE4036611 02	07/11/2023	07/11/2024	EACH OCCURRENCE AGGREGATE [ ]	$ 10,000,000 $ 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0830-56551	10/01/2023	10/01/2024	[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	Leased/Rented Equipment			QT-630-7W943119-TXS-23	07/11/2023	07/11/2024	Limit Deductible	$500,000 $1,000

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

Re: Belle Haven Agreement

CERTIFICATE HOLDER

Polk County, A Political Subdivision
of the State of Florida
330 W Church St MC #AS05
Bartow FL 33830

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Agenda Item H.4. 11/7/2023

SUBJECT

Approve the Infrastructure Agreement between Blackfin Champions, LLC. and Polk County for Hwy 27 and Four Corners Blvd Intersection ($738,189.87 One Time Expense).

DESCRIPTION

The Blackfin Champions, LLC is developing property adjacent to Hwy 27 and Four Corners Blvd for the Champions Station project. As part of the development construction the developer was required to do improvements to the intersection of the two roads listed above. The County had a funded turn lane project on Four Corners Blvd at Hwy 27. The County staff discussed with the developer the potential for a joint project at this intersection. The County agreed to pay for the cost of constructing the turn lane improvements. The developer agreed to work with the County and that has resulted in the attached Infrastructure Agreement that sets forth the terms of the joint intersection improvement project. The developer is building all intersection improvements and the County will reimburse the developer for the costs of the turn lane. The estimated cost to construct the turn lane is estimated at $738,189.87.

RECOMMENDATION

Request Board approve the Infrastructure Agreement between Blackfin Champions, LLC. and Polk County.

FISCAL IMPACT

Funding for this Project is available in the Roads & Drainage CIP in the Hwy 27 at Four Corners Blvd project.

CONTACT INFORMATION

Jay M. Jarvis, P.E.
Director
Roads & Drainage
(863) 535-2200
jayjarvis@polk-county.net

INFRASTRUCTURE AGREEMENT
FOR
HWY 27 AND FOUR CORNERS BLVD INTERSECTION

THIS INFRASTRUCTURE AGREEMENT ("**AGREEMENT**") is made and entered by and between, BLACKFIN CHAMPIONS, LLC, a Florida limited liability company ("**DEVELOPER**"), and POLK COUNTY, FLORIDA, a political subdivision of the State of Florida (the "**COUNTY**"). DEVELOPER and COUNTY, as and when each executes this AGREEMENT, are sometimes referred to collectively as the "**PARTIES**" and individually as a "**PARTY**."

WITNESSETH:

WHEREAS, the DEVELOPER is the owner or master developer of certain real property located at the intersection of U.S. Highway 27 and Four Corners Boulevard in unincorporated Polk County, Florida identified as Parcel Number 26-25-25-998496-000030, 26-25-25-998496-000040, and 26-25-25-998496-000050, 26-25-25-998496-000010, 26-25-25-998496-000020, 26-25-25-998496-000060, 26-25-25-998496-000110, 26-25-25-998496-000100, 26-25-25-998496-000070, 26-25-25-998496-000080 & 26-25-25-998496-000090 ("**Property**")[1]; and

WHEREAS, the DEVELOPER has processed, and the COUNTY has approved certain approvals regarding the above-described Property to be developed as Champions Station ("**Project**"); and

WHEREAS, the DEVELOPER is willing to construct certain offsite transportation improvements concerning the intersection of Highway 27 and Four Corners Boulevard, as depicted in **Exhibit A**, and as hereinafter described (the "**Transportation Improvements**"); and

WHEREAS, the DEVELOPER has requested, and the COUNTY has agreed, to reimburse the DEVELOPER for its actual costs incurred for the Transportation Improvements, provided, however, that except as provided herein, such reimbursable amount shall not exceed $738,189.87 (the "**Reimbursement Amount**"), which amount reflects the estimated cost of the Transportation Improvements based on the budget attached hereto as **Exhibit C** (the "**Budget**"); and

WHEREAS, the PARTIES desire to set forth in writing the terms and conditions of their understanding and agreement related to the DEVELOPER'S construction of the Transportation Improvements described herein; and

WHEREAS, this AGREEMENT is in the best interest of the public health, safety and welfare of Polk County, Florida and provide a benefit to the residents of Polk County.

NOW, THEREFORE, in consideration of the mutual covenants, premises and promises hereinafter set forth, the receipt, adequacy and sufficiency of which are hereby acknowledged, the PARTIES hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct in all respects and are expressly incorporated herein by reference.

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[1] NTD: Parcel Numbers 26-25-25-998496-000010 and 26-25-25-998496-000020 are owned by GTC LLLP; Parcel Number 26-25-25-998496-000060 is owned by Modwash LLC; Parcel Numbers 26-25-25-998496-000110, 26-25-25-998496-000100 and 26-25-25-998496-000090 are owned by Champions Station Owners Association, Inc.; Parcel Number 26-25-25-998496-000070 is owned by HLSSIII Davenport LLC; and Parcel Number 26-25-25-998496-000080 is owned by T AND P Davenport LLC.

2. **Effective Date.** The Effective Date of this AGREEMENT shall be the date in which the COUNTY executes this AGREEMENT.

3. **Transportation Improvements.** The COUNTY and the DEVELOPER agree to the following terms and conditions: the DEVELOPER shall construct a right turn lane for east bound traffic on Four Corners Blvd onto Hwy 27, as depicted in the approved construction plans for the Transportation Improvements prepared by HDR Engineering, Inc., Polk County Project No. 5400169 dated 8/31/22 for the COUNTY and more particularly depicted in **Exhibit B** (the "**Plans and Specifications**"). The Transportation Improvements are reflected in the Plans and Specifications. The DEVELOPER shall bear the full responsibility for payment of all costs, construction and otherwise, related to the construction of the Transportation Improvements in accordance with the Plans and Specifications. Subject to the terms of Section 7.D below, COUNTY shall reimburse, in cash, DEVELOPER for such costs including, without limitation, a construction management fee in an amount equal to 15% of the cost, including without limitation related debt, finance, maintenance, surety and other related carrying costs associated with undertaking the work.

4. **Plans, Specifications, and Permits**

A. The Transportation Improvements, shall be constructed by the DEVELOPER according to the Plans and Specifications. The Plans and Specifications are a material part of this AGREEMENT and have been used by the DEVELOPER to obtain the bid for construction of the Transportation Improvements used to establish the Budget.

B. The Plans and Specifications for the Transportation Improvements may be modified through the mutual agreement of the DEVELOPER and the COUNTY by change order as actual construction of the Transportation Improvements progresses. Proposed modifications and change orders will be provided by the DEVELOPER to the COUNTY for review. To be effective and binding against the COUNTY, however, any and all such modifications and change orders must be in writing, executed by the COUNTY and the DEVELOPER. Any modifications or change orders that increase, in the aggregate, the Budget by ten percent (10%) or less shall require written approval by the COUNTY. Any modifications or change orders that increase, in the aggregate, the Budget by more than ten percent (10%) shall require a fully executed amendment to this AGREEMENT.

5. **Construction Requirements**.

A. The DEVELOPER shall enter into a Contract for Construction of the Improvements (the "**Construction Contract**") with the selected contractor (the "**Contractor**") that includes execution of the work in accordance with the Plans and Specifications. Upon execution of a final Construction Contract, the DEVELOPER will provide a copy of the Construction Contract to the Polk County Roads and Drainage Division. The COUNTY hereby acknowledges that execution of this Agreement constitutes approval by the COUNTY of the Plans and Specifications and the Budget. The County further acknowledges that the Construction Contract will include additional work relating to the Property and other offsite work beyond the scope of the Transportation Improvements, and DEVELOPER will use commercially reasonable efforts to separately allocate the cost of the Transportation Improvements from overall contract sum due Contractor pursuant to the Construction Contract.

B. The DEVELOPER shall not begin construction on the Transportation Improvements until a written Notice to Proceed has been provided to the DEVELOPER by the Polk County Roads and Drainage Division which shall not be unreasonably withheld, conditioned, or delayed.

C. Prior to the commencement of construction and after the written Notice to Proceed has been provided to the DEVELOPER, the DEVELOPER shall schedule, notice, and attend a pre-construction conference with the DEVELOPER'S engineer, DEVELOPER'S contractor, Polk County Land Development Division, and all involved utility companies. The DEVELOPER agrees to provide notice of the meeting at least seven (7) days in advance of such meeting so as to allow the relevant parties and entities to attend.

D. The COUNTY may periodically inspect and monitor the work site during construction of the Transportation Improvements. If, during construction, the COUNTY finds the work, materials, or equipment are defective, the COUNTY will give the DEVELOPER written notice of the defect and the DEVELOPER agrees to correct the defective condition within thirty (30) days of the DEVELOPER'S receipt of such notice, or such longer period as may be necessary to correct the defect. If the DEVELOPER fails to correct the deficiency, the COUNTY may take any action necessary on the DEVELOPER'S behalf, including correcting the deficiency, removing deficiencies, or utilizing COUNTY'S contractor to complete the work.

E. Upon completion of the Transportation Improvements in accordance with the Plans and Specifications, the Parties shall follow the procedures set forth in Section 7 below.

F. The Transportation Improvements shall be completed on or before one hundred eight (180) days after the later of the following: (i) DEVELOPER'S pre-construction conference with the COUNTY regarding the Transportation Improvements, (ii) DEVELOPER'S permit kick-off meeting with FDOT regarding the Transportation Improvements, or (iii) receipt of all permits for the Transportation Improvements , unless a later date is mutually agreed to by the Parties, which agreement shall not be unreasonably withheld. The DEVELOPER shall provide the COUNTY a monthly construction management status report during the term of this AGREEMENT. Upon completion of the Transportation Improvements, the DEVELOPER shall notify the COUNTY, in writing, of the completed construction.

G. The schedule of qualifying improvements eligible for reimbursement by the COUNTY hereunder is set forth and described in the Budget. The estimated cost of the Transportation Improvements, including a 10% contingency, is $738,189.87, as set forth and further described the Budget. Subject to the terms of Section 7.D below, the COUNTY agrees to reimburse the DEVELOPER the Reimbursement Amount, with any increase as described in Section 4 B above. The procedure for the DEVELOPER to request reimbursement from the COUNTY shall follow Section 7, below.

6. **Maintenance**. For purpose of this AGREEMENT, 'maintenance' includes, but is not limited to, mowing, edging, trimming, and irrigating. After the Notice to Proceed is issued to DEVELOPER and prior to acceptance of the Transportation Improvements, the DEVELOPER or the DEVELOPER'S contractor shall be responsible for the maintenance of Four Corners Blvd. and proper maintenance of traffic, however such maintenance shall only be required within the construction limits of the Transportation Improvements. The DEVELOPER or the DEVELOPER'S contractor shall additionally be responsible for maintaining the job site in a safe manner for access by vehicles, pedestrians, and bicycle traffic during construction of the Transportation Improvements.

7. **Inspection; Reimbursement Procedures; and Conveyance of Transportation Improvements.**

A. Upon receipt of the Developer's completion notification described in Section 5.F., above, the COUNTY shall conduct or cause to be conducted within seven (7) business days such inspections of the Transportation Improvements as it may desire in order to determine that the construction of the Transportation Improvements comply with applicable laws and conforms to the Plans and Specifications ("**Inspection**"). Upon completion of the Inspection, the COUNTY shall issue a letter to the DEVELOPER indicating that the Transportation Improvements comply with the approved Plans and Specifications and that COUNTY accepts the Transportation Improvements.

B. Within ten (10) business days of the issuance of the COUNTY's letter described in Section 7.A., above, the DEVELOPER shall submit to the COUNTY all construction information necessary to ensure that Transportation Improvements have been properly constructed in accordance with COUNTY standards and all the Contractor and all subcontractors having provided a Notice to Owner with respect to work relating to the Transportation Improvements (the "**Subcontractors**") have been paid in full for the Transportation Improvements (collectively referred to herein as the "**Documentation**"). The Documentation shall include, without limitation, the following items relating to the Transportation Improvements: (i) acceptable "as-built" drawings, (ii) detailed construction costs and invoices, (iii) copies of payments to the Contractor, (iv) releases of lien from the Contractor and Subcontractors, and (iv) any required certifications to permitting agencies. Upon receipt of all such Documentation, the COUNTY shall have ten (10) business days (the "**Review Period**") to review the Documentation to ensure that it is complete; if the COUNTY notifies DEVELOPER within the Review Period that the Documentation is incomplete, the DEVELOPER shall provide the additional Documentation requested by the COUNTY and the same process shall be followed until all Documentation has been provided to and approved by the COUNTY. Within forty-five (45) days after the Documentation is approved (or deemed approved), the COUNTY shall reimburse the DEVELOPER for the cost of the Transportation Improvements up to the dollar amount listed in Section 5.G., above; subject, however, to the limitations and provisions of Section 7.D below.

C. After the COUNTY accepts the Transportation Improvements as provided in Section 7.A above, it shall thereafter be responsible for the operation and maintenance of the Transportation Improvements so conveyed to the COUNTY. Through a maintenance surety of ten (10%) of the actual costs of the Transportation Improvements, in a form acceptable to the COUNTY and at the sole costs and expense of the COUNTY, the DEVELOPER shall warrant the Transportation Improvements from any and all defects for a period of one year from the date of the COUNTY's letter described in Section 7.A., above. If the warranty period has not been completed prior to the expiration of this AGREEMENT, then this Section 7.C. shall survive the termination of this AGREEMENT until the end of the warranty period.

D. The COUNTY acknowledges that the Property is subject to that certain Mortgage and Security Agreement from DEVELOPER to Seacoast National Bank ("**Lender**"), recorded July 20, 2022, in Book 12345, Page 1428 Public Records of Polk County, Florida, evidencing a loan from Seacoast to DEVELOPER in the original principal amount of $8,434,000.00 (the "**Loan**"), and further acknowledges that Lender intends to make an additional loan to DEVELOPER to facilitate DEVELOPER'S construction of the Transportation Improvements, (the Additional Loan") and will require that DEVELOPER execute and deliver to Lender a collateral assignment of this AGREEMENT to Lender as security for the Additional Loan. COUNTY hereby consents to the foregoing collateral assignment and acknowledges that on the basis of DEVELOPER'S direction in Section 7.E., below, COUNTY will disburse directly to Lender the cost of

the Transportation Improvements (or any portion thereof) in lieu of disbursement to DEVELOPER, as the same becomes due and payable in accordance with the terms of this AGREEMENT. The terms of this Section 7.D will govern, supersede and control over any conflicting terms and conditions contained in this Agreement.

E. DEVELOPER hereby provides notice to the COUNTY that all payments due DEVELOPER from the COUNTY under this AGREEMENT, shall be made solely to Lender until such time as Lender notifies COUNTY that the DEVELOPER has paid the Loan in full.

8. **Development Approvals.** This AGREEMENT shall in no manner constitute a development approval regarding the Property or Project. DEVELOPER must comply with all applicable provisions of the Polk County Land Development Code and conditions regarding the development of the Property and Project.

9. **Self-Help Provision**. In the event DEVELOPER proceeds with the Transportation Improvements according to the terms set forth herein and the COUNTY desires to expedite the overall construction of the Transportation Improvements, the COUNTY shall be permitted, upon delivery of written notice to DEVELOPER (**"Written Notice"**), to assume DEVELOPER'S responsibilities related to the construction of the Transportation Improvements. If COUNTY exercises its rights set forth in this Section 9, then DEVELOPER is released from any liability or obligation arising after delivery of Written Notice with respect to Transportation Improvements or that portion of the Transportation Improvements for which the COUNTY assumes responsibility. In such event, the COUNTY shall be entitled to ownership of the Plans and Specifications and all permits (including environmental permits) granted to DEVELOPER in connection with the Transportation Improvements and DEVELOPER shall use its diligent, good faith efforts to ensure the successful transfer of the same to the COUNTY; provided, however, that all costs related to construction then performed by DEVELOPER shall nonetheless be reimbursed by the COUNTY to DEVELOPER prior to the COUNTY'S commencement of the work pursuant to this Self-Help Provision.

10. **Approvals**. In those instances, in which a party's approval, consent or satisfaction is required under this AGREEMENT, and a time period is not specified, then it shall be implied that such action shall be exercised in a reasonable manner and within a reasonable time frame, not to exceed ten (10) days. Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this AGREEMENT.

11. **Indemnification**. DEVELOPER, its successors, and assigns shall protect, defend, indemnify, and hold harmless, the COUNTY, its officers, commissioners, council members, employees and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, including a reasonable, actually incurred, attorney's fee or other expenses or liabilities, of every kind and character resulting from any error, omission, or negligent act of DEVELOPER itself, its agents, contractors, subcontractors, employees, or representatives in the performance of its obligations under this AGREEMENT. The foregoing indemnification obligation shall not apply to the extent of the negligence of the COUNTY. The COUNTY is a political subdivision of the State of Florida that possesses sovereign immunity except for the limited waiver stated in Section 768.28, Florida Statutes. To the limited extent specified in Section 768.28, the COUNTY may be responsible for certain damages for injury or loss of property caused by negligent acts or omissions of its employees acting within the scope of the employee's office or employment. However, nothing stated in this AGREEMENT is, or shall be deemed to be: (i) a waiver of the COUNTY's sovereign immunity as stated in Section 768.28; (ii) an extension of the limited waiver of its sovereign immunity as stated in Section 768.28; (iii) a waiver of any requirement or condition stated in Section 768.28; or (iv) the COUNTY's consent to be sued.

12. **Insurance.**

A. Intentionally Deleted.

B. While this AGREEMENT remains in effect, DEVELOPER shall maintain, or cause its agents and contractors to maintain the following types of insurance with at least the following minimum limits of liability:

Commercial General Liability:	$1,000,000.00 per occurrence
Comprehensive Automobile Liability	$1,000,000.00 per occurrence
Workers Compensation	Statutory Limits
Employers Liability	$1,000,000.00

C. All insurance must be provided by a carrier licensed to do business in the State of Florida having an A.M. Best rating of at least the "A" category and size category of VIII. The COUNTY shall be named as an additional insured on General Liability and Automobile Liability policies. The General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of the COUNTY.

D. The DEVELOPER shall provide the COUNTY Certificates of Insurance satisfactory to the COUNTY to evidence such coverage promptly following the execution of this AGREEMENT and before any work commences on the Transportation Improvements. The COUNTY must be identified on the Certificates as follows, "Polk County, a political subdivision of the State of Florida." Coverage must commence on the first day work begins.

13. **Term and Nature of Agreement**. With the exception of warranty requirements, this AGREEMENT shall terminate upon satisfaction by the Parties hereto of their respective obligations contained herein. If DEVELOPER is unable to obtain all necessary approvals for the construction of the Transportation Improvements from the COUNTY, or any other governmental agency, or if DEVELOPER is unable to enter a Construction Contract for the Transportation Improvements, the DEVELOPER or COUNTY may terminate this AGREEMENT. If DEVELOPER fails to begin construction of the Transportation Improvements on or before one (1) year from the Effective Date of this AGREEMENT, this AGREEMENT shall be null and void.

14. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e. telecopier device) or within three (3) days after depositing the United State Postal Services, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

County: Chairman
Polk County Board of County Commissioners
330 West Church Street
Bartow, Florida 33830

Copy to: County Attorney
Polk County Board of County Commissioners
330 West Church Street
Bartow, Florida 33830

Developer: Blackfin Champions, LLC
c/o: Blackfin Partners
4440 PGA Blvd., Ste 600
Palm Beach Gardens, Florida 33410

Lender: Seacoast National Bank
815 Colorado Avenue
Stuart, Florida 34994
Attn: Marcia K. Snyder SVP

All notices provided by the COUNTY or the DEVELOPER shall be copied to Lender.

15. **Public Records**. Pursuant to Section 119.0701, Florida Statutes, DEVELOPER shall comply with the following Florida Public Records' laws:

A. The DEVELOPER acknowledges POLK 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 material created under this AGREEMENT. The DEVELOPER 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 DEVELOPER 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, the DEVELOPER acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall:

a. Keep and maintain public records required by the COUNTY to perform the services required under this AGREEMENT.

b. 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 this chapter or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the DEVELOPER does not transfer the records to the COUNTY.

d. Upon completion of the AGREEMENT, transfer, at no cost, to the COUNTY all public records in possession of the DEVELOPER or keep and maintain public records required by the COUNTY to perform the service. If the DEVELOPER transfers all public records to the COUNTY upon completion of the contract, the DEVELOPER shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the DEVELOPER keeps and maintains public records upon completion of the contract, the DEVELOPER 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 DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT POLK 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

16. **Records and Audits**. The DEVELOPER shall maintain in its corporate headquarters or division office all books, documents, papers and other evidence pertaining in any way to payments made pursuant to this AGREEMENT. Such records shall be available at the DEVELOPER'S corporate headquarters at all reasonable times during the term of this AGREEMENT and for three (3) years from the date of final payment under this AGREEMENT pursuant to Section 7 above, such records will be available for audit or inspection by the COUNTY, or its duly authorized agent or representative, upon five (5) business day's prior written notice.

17. **Equal Opportunity Employment**. The DEVELOPER agrees that it will not discriminate and will provide in all contracts that its contractors will not discriminate against any employee or applicant for employment under this AGREEMENT because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin.

18. **Amendment**. This AGREEMENT may only be amended or modified by an instrument in writing executed by the Parties hereto or their successors or assigns in interest.

19. **Severability**. If any part of this AGREEMENT is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this AGREEMENT if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that end, this AGREEMENT is declared severable.

20. **Successors; Assignment**. This AGREEMENT shall be binding upon and the benefits and obligations of this AGREEMENT shall inure to all successors or assigns of the Parties. In the event that the DEVELOPER assigns this AGREEMENT and its rights, obligations and responsibilities hereunder to a third party, the DEVELOPER shall provide written notice to the COUNTY.

21. **Disclaimer of Third Party Beneficiaries**. No right or cause of action shall accrue upon or by reason of this AGREEMENT, to or for the benefit of any third party not a formal party hereto, except any successors in interest of the DEVELOPER or the COUNTY.

22. **Governing Law and Venue**. In performing this AGREEMENT, each party will abide by the respective statutes, ordinances, rules and regulations pertaining to, or regulating, the acts of such party. This AGREEMENT shall be governed by and construed in accordance with laws of the State of Florida. In the event of any legal action concerning this AGREEMENT, venue shall be exclusively in the state

courts in and for Polk County, Florida, or Federal Court in the Middle District of Florida, located in Tampa, Florida, and each party shall be responsible for its own attorneys' fees and costs.

23. **Counterparts**. This AGREEMENT may be executed in any number of counterparts each of which when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

24. **Entire Agreement**. This AGREEMENT constitutes the entire agreement of the Parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the Parties to be bound thereby.

25. **Non-Waiver**. No consent or waiver, expressed or implied, by either party, to or of any breach or default of the other party, with regard to the performance by said other party of its obligations under this AGREEMENT shall be deemed or construed to constitute consent or waiver, to or of, any other breach or default in the performance of that party, of the same or of any other objection of performance incumbent upon that party. Failure on the part of either party to complain of any act or failure to act on the part of the other party in default, irrespective of how long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this AGREEMENT, at law, or in equity, except that specific performance shall not be a remedy for either party against the other.

26. **Construction of Agreement**. This AGREEMENT shall not be construed against either party on the basis of it being the drafter of this AGREEMENT. The Parties agree that both herein played an equal part in negotiating the terms and conditions of this AGREEMENT. Captions and Paragraph headings in this AGREEMENT are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, construction or meaning of this AGREEMENT.

27. **Force Majeure**. Should the performance of this AGREEMENT by the DEVELOPER be prevented or delayed by any Act of God or other cause beyond the reasonable control of the DEVELOPER, including but not limited to, pandemic, floods, storm, fire, war, total or partial failure of transportation or delivery facilities, interruption of power, or by any law, regulation or order of any federal, state or local authority, the DEVELOPER'S performance shall be excused to the extent it is thus prevented or delayed. Neither the lack of financial resources, budgetary requirements, crop revenues, harvesting schedules, nor such other errors, shall constitute a force majeure event sufficient to excuse nonperformance hereunder.

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

29. **Exhibits**. All exhibits attached hereto contain additional terms of this AGREEMENT and are incorporated herein by this reference.

30. **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 DEVELOPER, 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 DEVELOPER or subcontractor. The DEVELOPER acknowledges and agrees that (i) the COUNTY and the DEVELOPER may not enter into this AGREEMENT, and the DEVELOPER may not enter into any subcontracts hereunder, unless each party to this AGREEMENT, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this AGREEMENT, and the COUNTY may treat a failure to comply as a material breach of this AGREEMENT.

C. By entering into this AGREEMENT, the DEVELOPER 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 DEVELOPER 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 DEVELOPER, the DEVELOPER may not be awarded a public contract for a period of 1 year after the date of termination. The DEVELOPER 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.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have made and executed this AGREEMENT on the respective dates under each signature: Polk County, Florida, through its Board of County Commissioners; the DEVELOPER, through its authorized representative.

DEVELOPER

Blackfin Champions, LLC, a Florida limited liability company

By: Blackfin Acquisitions, LLC, a Florida limited liability company, its Manager

By: _____
Nathan Landers, its Manager

Signed, sealed and delivered
in the presence of:

_____
Print Name: Madison Miller

_____
Print Name: Anthony Adams

State of FL

County of Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27 day of September, 2023 by Nathan Landers, as Manager of Blackfin Acquisitions, LLC, the Manager of Blackfin Champions, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced Fla I as identification.

MADISON MILLER
Notary Public - State of Florida
Commission # HH 016073
My Comm. Expires Jun 29, 2024
Bonded through National Notary Assn.

_____
Notary Public
My Commission expires: _____

COUNTY

BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY

_____
George Lindsey, III, Chairman

This _____day of _____, 2023.

(SEAL)

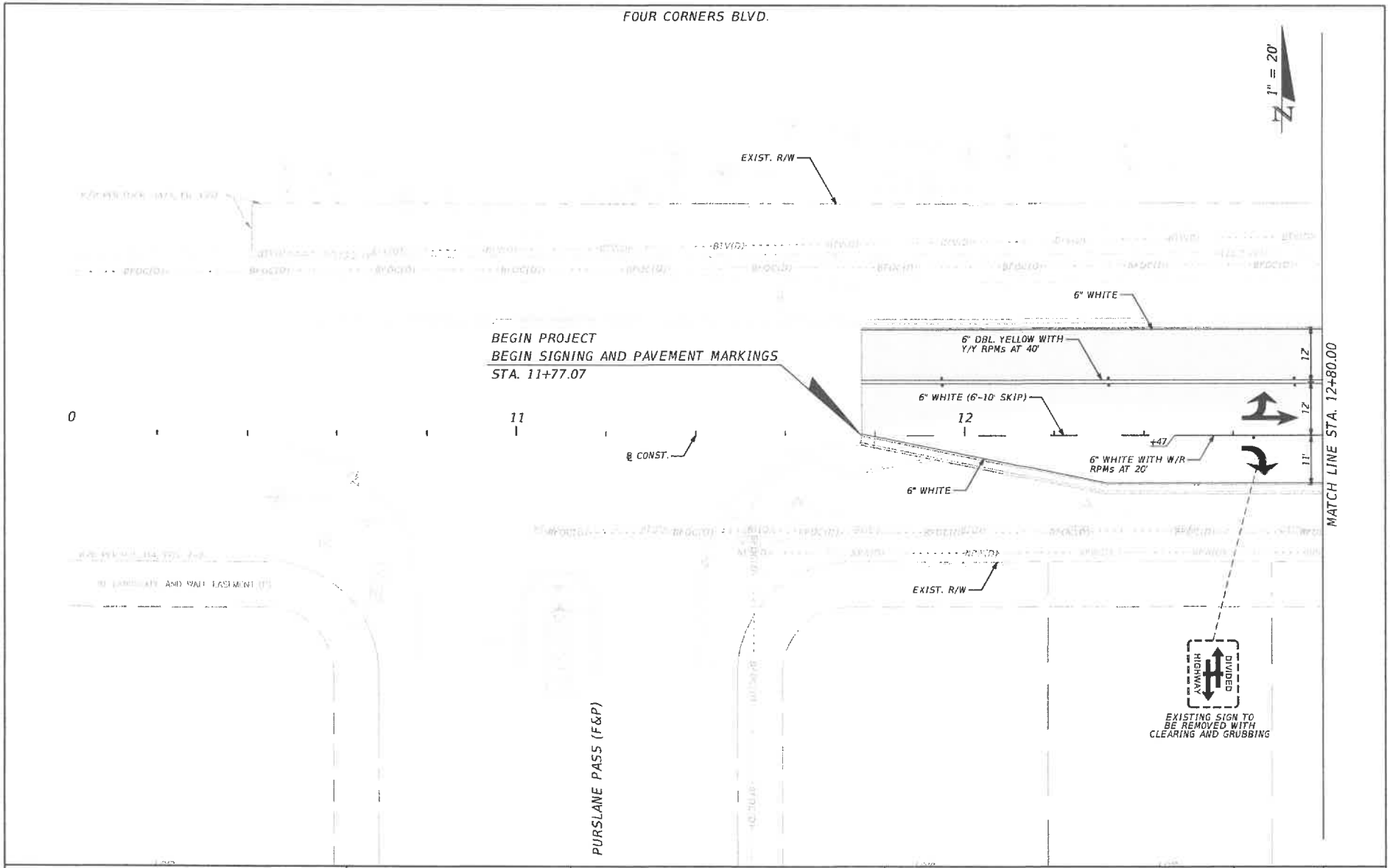
ATTEST: Stacy M. Butterfield, Clerk

_____
Deputy Clerk

Approved by County Attorney
As To Form and Legal Sufficiency:

By: _____

Exhibit "A" – Transportation Improvements



REVISIONS			
NO.	DATE	DESCRIPTION	APPROVED

Liyanage Ratnayake, P.E.
P.E. License Number 77692
HDR Engineering, Inc.
4830 W Kennedy Blvd, Suite 400
Tampa, FL 33609-2548

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

FOUR CORNERS BLVD. INTERSECTION IMPROVEMENTS	COUNTY PROJECT NO.	SHEET NO.
SIGNING AND PAVEMENT MARKING PLAN (1)	5400169	S-3

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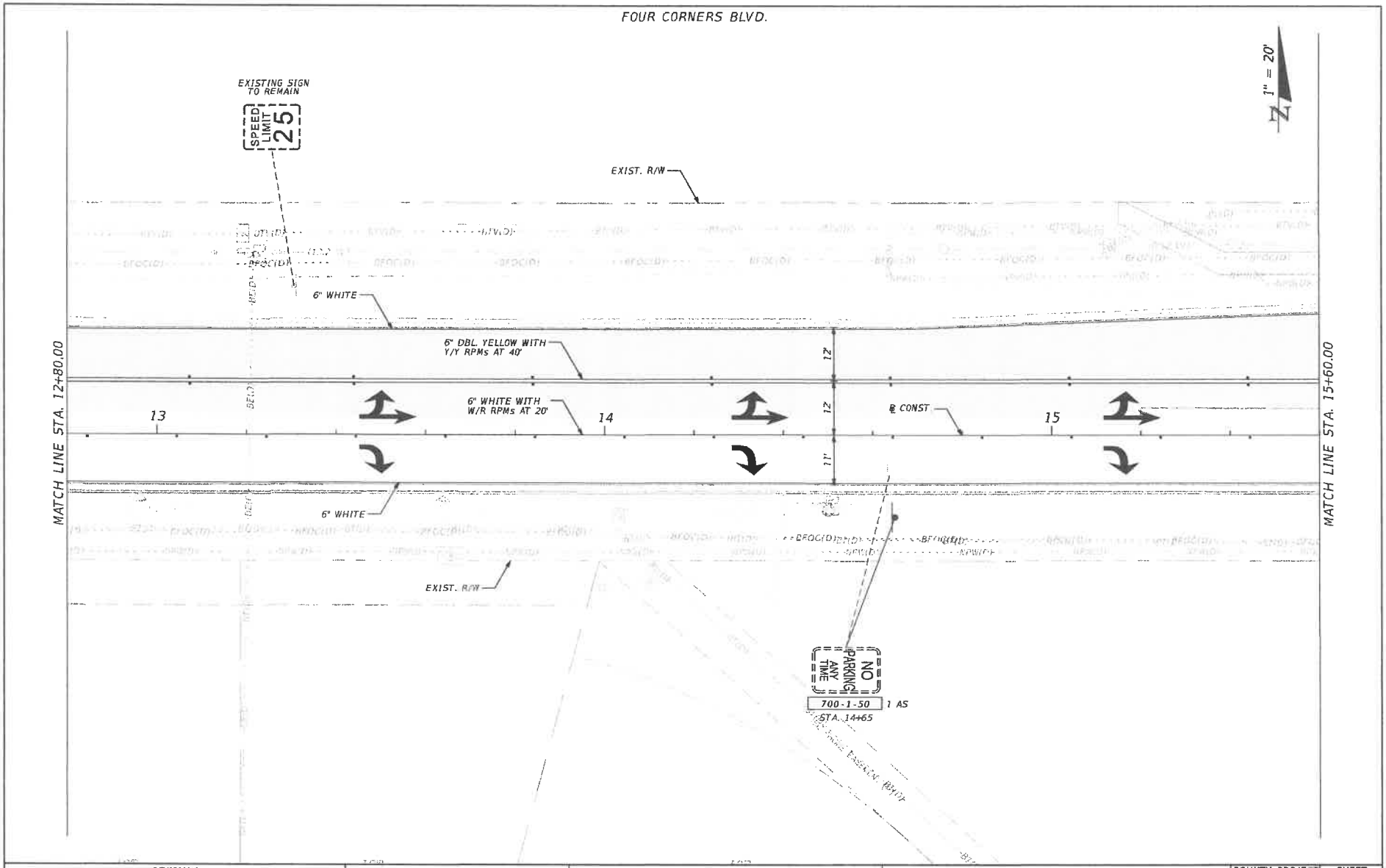

REVISIONS NO.	DATE	DESCRIPTION	APPROVED

Liyenage Ratnayake, P.E.
P.E. License Number 77692
HDR Engineering, Inc.
4830 W Kennedy Blvd, Suite 400
Tampa, FL 33609-2548

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

FOUR CORNERS BLVD. INTERSECTION IMPROVEMENTS

SIGNING AND PAVEMENT MARKING PLAN (2)

COUNTY PROJECT NO.	SHEET NO.
5400169	S-4

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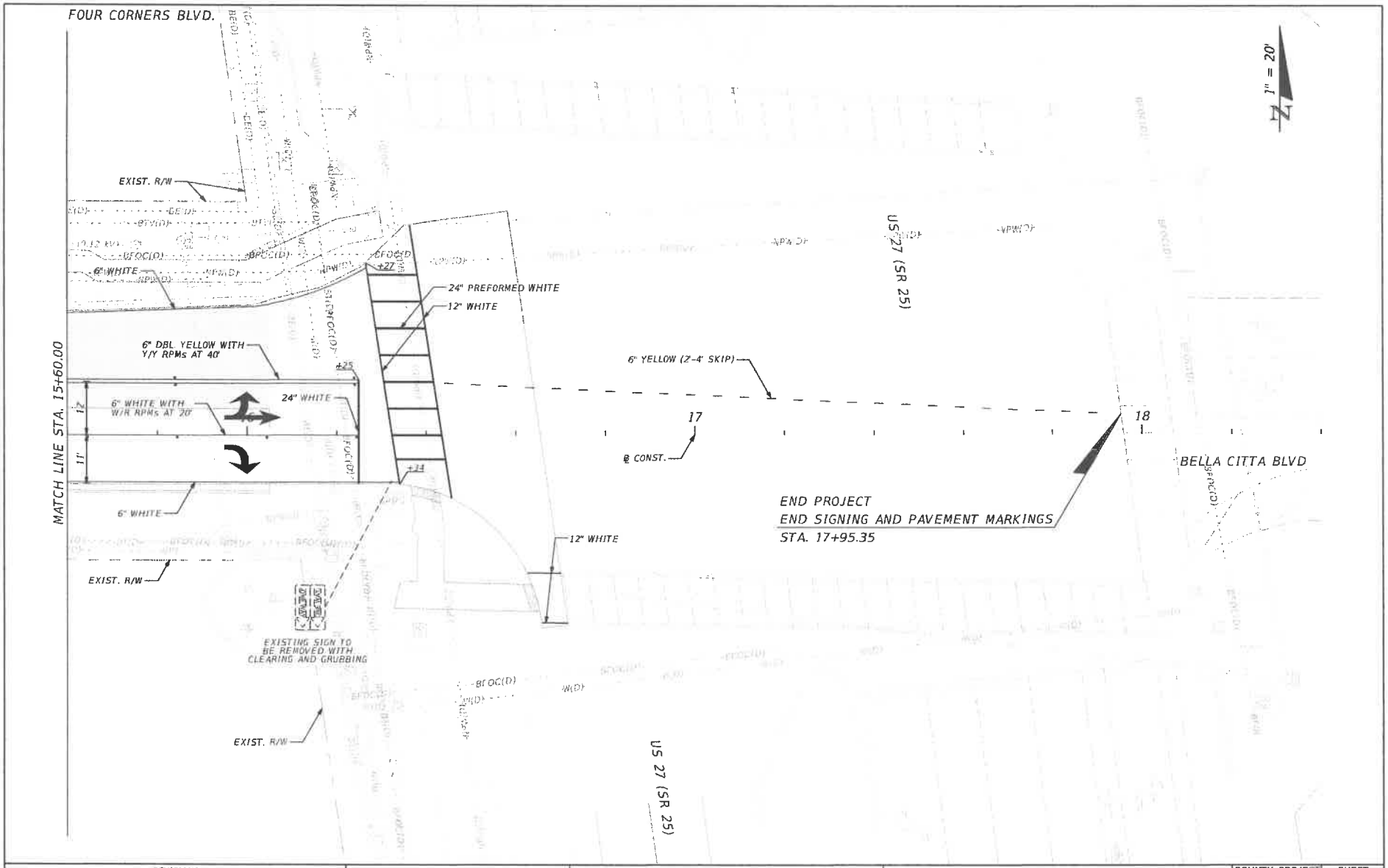

REVISIONS			
NO.	DATE	DESCRIPTION	APPROVED

Liyanage Ratnayake, P.E.
P.E. License Number 77692
HDR Engineering, Inc.
4830 W Kennedy Blvd, Suite 400
Tampa, FL 33609-2546

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

FOUR CORNERS BLVD. INTERSECTION IMPROVEMENTS	COUNTY PROJECT NO.	SHEET NO.
SIGNING AND PAVEMENT MARKING PLAN (3)	5400169	S-5

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Exhibit "B" – Plans and Specifications

CONTRACT PLANS COMPONENTS
ROADWAY PLANS

POLK COUNTY

POLK COUNTY BOCC
ROADS AND DRAINAGE DIVISION
CONSTRUCTION PLANS FOR
FOUR CORNERS BLVD. AT US 27 (SR 25)
INTERSECTION IMPROVEMENTS

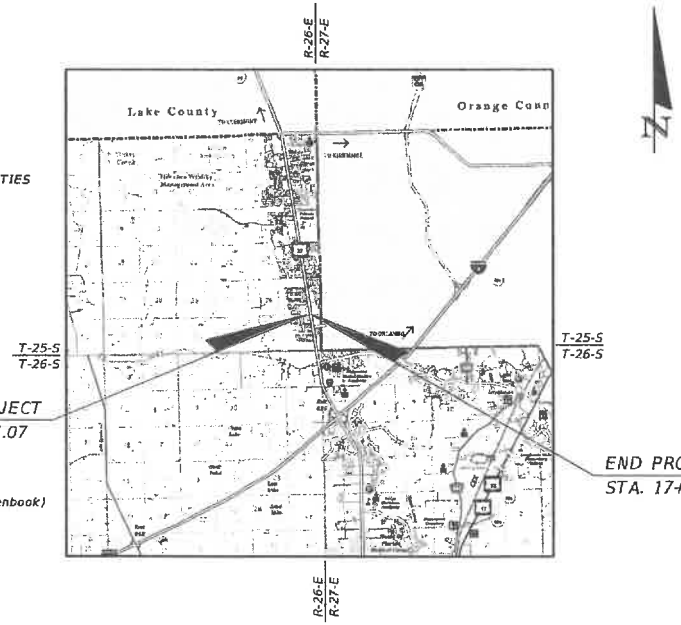
POLK PROJECT No. 5400169

PROJECT LOCATION

POLK COUNTY VICINITY MAP

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	SUMMARY OF PAY ITEMS
4	TYPICAL SECTION
5	GENERAL NOTES
6 - 8	ROADWAY PLAN
9	INTERSECTION DETAIL
10	REPORT OF CORE BORINGS
11	ROADWAY SOIL PROFILES
12	ROADWAY SOIL SURVEY
13 - 15	CROSS SECTIONS
16	EROSION CONTROL PLAN
17	TEMPORARY TRAFFIC CONTROL PLAN
18 - 20	UTILITY ADJUSTMENTS
SQ-1 - SQ-3	SUMMARY OF QUANTITIES
S-1	SIGNING AND PAVEMENT MARKING TABULATION OF QUANTITIES
S-2	SIGNING AND PAVEMENT MARKING GENERAL NOTES
S-3 - S-5	SIGNING AND PAVEMENT MARKING PLAN
T-1	SIGNALIZATION TABULATION OF QUANTITIES
T-2	SIGNALIZATION GENERAL AND PAY ITEM NOTES
T-3 - T-4	SIGNALIZATION PLAN



BEGIN PROJECT
STA. 11+77.07

END PROJECT
STA. 17+95.35

GOVERNING STANDARD PLANS:

Florida Department of Transportation, Manual of Uniform Minimum Standards for Design, Construction & Maintenance for Streets and Highways, 2018 (Florida Greenbook)

Florida Department of Transportation, FY 2022-23 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: http://www.fdot.gov/design/standardplans

Manual on Uniform Traffic Control Devices, 2009

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, July 2022 Standard Specifications for Road and Bridge Construction (Division II & III only) at the following website: http://www.fdot.gov/programmanagement/Implemented/SpecBooks

AGENCY PERMITS

SWFWMD PROJECT EXEMPTION VERIFICATION FOR THE PROPOSED ROADWAY IMPROVEMENTS PER RULE 62-330.051
FILE NUMBER: 844831

FDOT PERMIT NO. 2021-A-190-00059
FDOT PERMIT NO. 2021-D-190-00056

PLANS PREPARED FOR: POLK COUNTY

ROADWAY PLANS
ENGINEER OF RECORD:

KENT L. MCWATERS, P.E. NO.: 45443
HDR ENGINEERING, INC.
4830 W. KENNEDY BLVD., SUITE 400
TAMPA, FL 33609-2548
PHONE: (813) 282-2300
FAX: (813) 282-2430

POLK COUNTY PROJECT MANAGER:

DOUG GABLE, P.E.
3000 SHEFFIELD ROAD
PROJECT MANAGEMENT SECTION
WINTER HAVEN, FL 33880
(863) 532-2200

FISCAL YEAR	SHEET NO.
21	1

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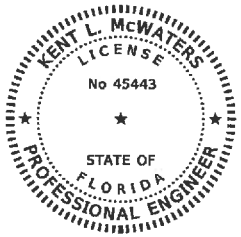

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

Kent L McWaters

Digitally signed by Kent L McWaters
Date: 2022.11.01 13:27:29 -04'00'

ON THE DATE ADJACENT TO THE SEAL.

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HDR ENGINEERING, INC.
4830 W. KENNEDY BLVD., SUITE 400
TAMPA, FL 33609-2548
KENT L. McWATERS, P.E. NO. 45443

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	SUMMARY OF PAY ITEMS
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5	GENERAL NOTES
6 - 8	ROADWAY PLAN
9	INTERSECTION DETAIL
13 - 15	CROSS SECTIONS
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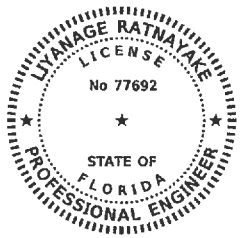

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

Liyanage Ratnayake

2022.10.28 16:14:36 -04'00'

ON THE DATE ADJACENT TO THE SEAL.

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HDR ENGINEERING, INC.
4830 W. KENNEDY BLVD., SUITE 400
TAMPA, FL 33609-2548
LIYANAGE RATNAYAKE, P.E. NO. 77692

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.	SHEET DESCRIPTION
2	SIGNATURE SHEET
S-1	SIGNING AND PAVEMENT MARKING TABULATION OF QUANTITIES
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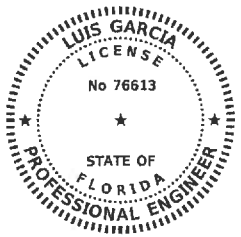

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL.

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WOOD ENVIRONMENTAL & INFRASTRUCTURE SOLUTIONS, INC
1101 CHANNELSIDE DR. STE 200
TAMPA, FL 33602
LUIS GARCIA, P.E. NO. 76613

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.	SHEET DESCRIPTION
2	SIGNATURE SHEET
10	REPORT OF CORE BORINGS
11	ROADWAY SOIL PROFILES
12	ROADWAY SOIL SURVEY

REVISIONS			
NO.	DATE	DESCRIPTION	APPROVED

Kent L. McWaters, P.E.
P.E. License Number 45443
HDR Engineering, Inc.
4830 W Kennedy Blvd, Suite 400
Tampa, FL 33609-2548

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

FOUR CORNERS BLVD. INTERSECTION IMPROVEMENTS

SIGNATURE SHEET

COUNTY PROJECT NO.	SHEET NO.
5400169	2

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ROADWAY PAY ITEMS

BID ITEM NO.	FDOT PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY
1	101-1	MOBILIZATION	LS	1
2	102-1	MAINTENANCE OF TRAFFIC	LS	1
3	104-10-3	SEDIMENT BARRIER	LF	638
4	104-18	INLET PROTECTION SYSTEM	EA	2
5	107-1	LITTER REMOVAL AND DISPOSAL	AC	0.98
6	107-2	MOWING	AC	0.78
7	110-1-1	CLEARING AND GRUBBING (0.26 AC)	LS	1
8	110-4-10	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	168
9	120-1	REGULAR EXCAVATION	CY	356
10	120-6	EMBANKMENT	CY	5
11	160-4	TYPE B STABILIZATION	SY	753
12	285-709	OPTIONAL BASE, BASE GROUP 9	SY	490
13	285-711	OPTIONAL BASE, BASE GROUP 11	SY	92
14	327-70-1	MILLING EXIST ASPH PAVT, 1" AVG DEPTH	SY	1182
15	327-70-6	MILLING EXIST ASPH PAVT, 1 1/2" AVG DEPTH	SY	292
16	334-1-13	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C	TN	19.6
17	334-1-53	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C, PG76-22	TN	157.9
18	337-7-25	ASPHALT CONCRETE FRICTION COURSE, INC BIT, FC-5, PG 76-22	TN	15.2
19	425-6	VALVE BOXES, ADJUST	EA	5
20	520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	429
21	522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	105
22	527-2	DETECTABLE WARNINGS	SF	26
23	570-1-2	PERFORMANCE TURF (SOD)	SY	1156

PAY ITEM NOTES:

110-1-1 - INCLUDES THE REMOVAL OF 4 EXISTING OAK TREES AND THE REMOVAL OF THE ABONDONED PCU 8" RCW LINE FROM STA. 11+80 TO STA. 16+33.

SIGNING & PAVEMENT MARKING PAY ITEMS

BID ITEM NO.	FDOT PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY
24	700-1-50	SINGLE POST SIGN, RELOCATE	AS	1
25	706-1-3	RAISED PAVEMENT MARKER, TYPE B	EA	43
26	710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1
	*	PAINTED PAVEMENT MARKINGS, STD., WHITE, SOLID, 6"	GM	0.244
	*	PAINTED PAVEMENT MARKINGS, STD., WHITE, SOLID FOR CROSSWALK AND ROUNDABOUT, 12"	LF	125
	*	PAINTED PAVEMENT MARKINGS, STD., WHITE, SOLID FOR STOP LINE, 24"	LF	23
	*	PAINTED PAVEMENT MARKINGS, STD., WHITE, 2-4 DOTTED GUIDELINE/ 6-10 DOTTED EXT., 6"	GM	0.012
	*	PAINTED PAVEMENT MARKINGS, STD., WHITE, ARROWS	EA	10
	*	PAINTED PAVEMENT MARKINGS, STD., YELLOW, SOLID, 6"	GM	0.170
27	711-11-123	THERMOPLASTIC, STD., WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	125
28	711-11-125	THERMOPLASTIC, STD., WHITE, SOLID, 24" FOR STOP LINE	LF	23
29	711-11-141	THERMOPLASTIC, STD., WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	GM	0.012
30	711-11-170	THERMOPLASTIC, STD., WHITE, ARROW	EA	10
31	711-11-241	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	GM	0.028
32	711-14-125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LF	89
33	711-16-101	THERMOPLASTIC, STD.-OTHER SURFACES, WHITE, SOLID, 6"	GM	0.244
34	711-16-201	THERMOPLASTIC, STD.-OTHER SURFACES, YELLOW, SOLID, 6"	GM	0.170

SIGNALIZATION PAY ITEMS

BID ITEM NO.	FDOT PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY
35	630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	30
36	632-7-2	SIGNAL CABLE- REPAIR/REPLACE/OTHER, FURNISH & INSTALL	LF	245
37	632-7-6	SIGNAL CABLE, REMOVE- INTERSECTION	PI	1
38	646-1-40	ALUMINUM SIGNALS POLE, RELOCATE	EA	2
39	660-2-106	LOOP ASSEMBLY, F&I, TYPE F	AS	2

REVISIONS NO.	DATE	DESCRIPTION	APPROVED

Kent L. McWatters, P.E.
P.E. License Number 45443
HDR Engineering, Inc.
4830 W Kennedy Blvd, Suite 400
Tampa, FL 33609-2548

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

FOUR CORNERS BLVD. INTERSECTION IMPROVEMENTS

SUMMARY OF PAY ITEMS

COUNTY PROJECT NO.: 5400169

SHEET NO.: 3

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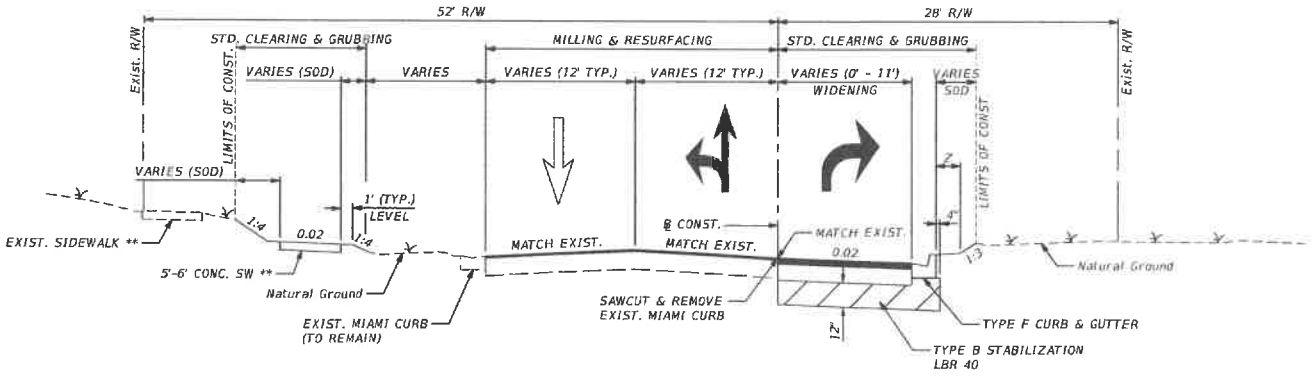


** LIMITS OF EXIST. SIDEWALK REMOVAL FROM STA. 15+15.00 TO STA. 15+98.42
PROPOSED 5' - 6' SIDEWALK FROM STA. 15+15.00 TO STA. 16+29.59

TYPICAL SECTION 1

TYPICAL SECTION 1
STA. 11+77.07 TO STA. 16+05.00

MILLING

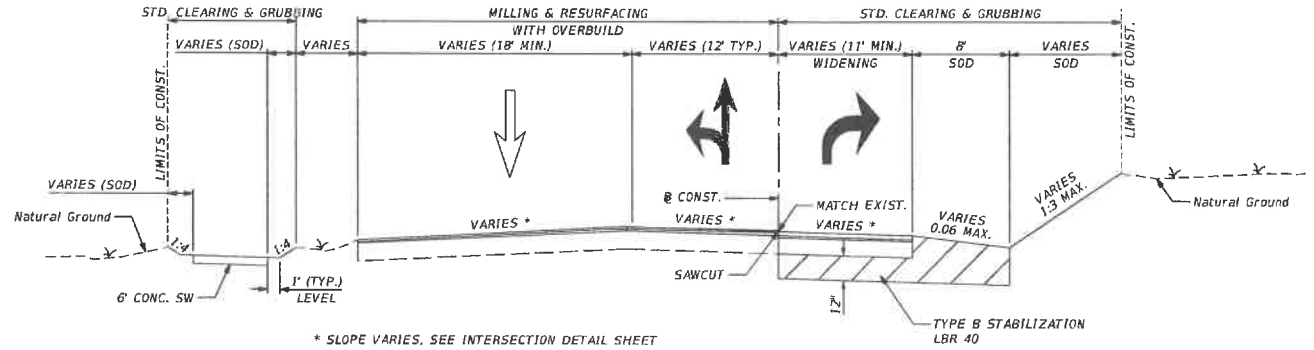
MILL EXISTING ASPHALT
PAVEMENT FOR DEPTH (1")

RESURFACING

TYPE SP STRUCTURAL COURSE (TRAFFIC C) (1")

WIDENING

OPTIONAL BASE GROUP 9 WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC C) (3") (PG 76-22)



* SLOPE VARIES, SEE INTERSECTION DETAIL SHEET

TYPICAL SECTION 2

TYPICAL SECTION 2
STA. 16+05.00 TO STA. 16+71.35

MILLING

MILL EXISTING ASPHALT
PAVEMENT FOR DEPTH (1 ½")

RESURFACING

FRICTION COURSE FC-5 (PG 76-22) (¾")

OVERBUILD FOR SLOPE

TYPE SP OVERBUILD (TRAFFIC C) THICKNESS VARIES (0" MIN.)

WIDENING

OPTIONAL BASE GROUP 11 WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC D) (4")
TYPE SP STRUCTURAL COURSE (TRAFFIC D) (PG 76-22) (1 ½")
FRICTION COURSE FC-5 (PG 76-22) (¾")

TRAFFIC DATA (FOUR CORNERS BLVD.)

POSTED SPEED = 25 MPH
DESIGN SPEED = 30 MPH

REVISIONS NO.	DATE	DESCRIPTION	APPROVED

HDR
Kent L. McWaters, P.E.
P.E. License Number 45443
HDR Engineering, Inc.
4830 W Kennedy Blvd, Suite 400
Tampa, FL 33609-2548

POLK COUNTY

POLK COUNTY ROADS AND DRAINAGE DIVISION

3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

FOUR CORNERS BLVD. INTERSECTION IMPROVEMENTS	COUNTY PROJECT NO.	SHEET NO.
TYPICAL SECTION	5400169	4

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PROJECT NOTES

1. THESE ROADWAY PLANS ARE BASED ON THE RECORD SURVEY PREPARED BY POLK COUNTY SURVEYING AND MAPPING, DATED JUNE, 2020.
2. ALL SURVEYED AND CALCULATED COORDINATES SHOWN IN THESE PLANS ARE GRID VALUES REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE NORTH AMERICAN DATUM 1983, ADJUSTMENT OF 2011.

   ELEVATIONS ARE BASED ON NATIONAL GEODETIC SURVEY BENCHMARK# 14 72 A42C RM 1, STAMPED "14 72 A42C RM NO 1" HAVING A POSTED ELEVATION OF 234.43 FEET, AND NATIONAL GEODETIC SURVEY BENCHMARK# 170, STAMPED "BM 170" HAVING A POSTED ELEVATION OF 207.80 FEET. NORTH AMERICAN VERTICAL DATUM OF 1988.
3. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE ENGINEER SHOULD NOTIFY DON ARSCOTT, POLK COUNTY SURVEYING AND MAPPING (863-519-8770), WITHOUT DELAY, BY TELEPHONE.
4. GRADES SHOWN ARE FINISHED GRADES.
5. ALL STATIONING AND OFFSET CALLOUTS REFER TO THE BASELINE OF CONSTRUCTION UNLESS OTHERWISE NOTED.
6. THE CONTRACTOR SHALL FLAG, COORDINATE WITH, AND RECEIVE APPROVAL FROM THE POLK COUNTY TRANSPORTATION DIVISION BEFORE CUTTING ANY TREES.
7. THE CONTRACTOR SHALL CONTACT THE FIVE PROPERTY OWNERS ADJACENT TO THE FOUR CORNERS BLVD. PORTION OF THE PROJECT AND THE FOUR CORNERS HOA PRESIDENT 96 HOURS PRIOR TO CLEARING AND GRUBBING OPERATIONS.
8. ALL EXISTING DRAINAGE STRUCTURES ARE TO REMAIN UNLESS OTHERWISE NOTED.
9. THE EROSION CONTROL ITEMS ARE ESTIMATED FOR PREVENTION, CONTROL, ABATEMENT OF EROSION, SEDIMENTATION, AND WATER POLLUTION. THESE ITEMS ARE TO BE USED AT THE LOCATIONS DESCRIBED IN THE CONTRACTOR'S APPROVED EROSION CONTROL PLAN OR AS DIRECTED BY THE ENGINEER TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS. ALL EROSION CONTROL ITEMS SHALL BE REMOVED UPON COMPLETION OF THE PROJECT. ANY SILT, SEDIMENT, TRASH OR CONSTRUCTION DEBRIS THAT BYPASSES THE EROSION AND SEDIMENT CONTROL DEVICES AND IS DEPOSITED ONTO PRIVATE PROPERTY SHALL BE REMOVED.
10. ALL WORK WITHIN THE FDOT RIGHT-OF-WAY MUST MEET CRITERIA SHOWN IN THE FDOT DESIGN MANUAL AND FDOT STANDARD PLANS FOR ROAD CONSTRUCTION.

CONTROL POINTS

CONTROL POINT # 60000
SIRC 1/2" "POLK CO. TRAV." V
N = 1432366.08
E = 764807.78
ELEV = 215.457
STA. 14+79.24
13.36' RT.

CONTROL POINT # 65000
FND. CST NAIL DISC LB 1337 V
N = 1432372.21
E = 764437.84
ELEV = 206.527
STA. 11+09.29
7.37' RT.

CONTROL POINT # 65001
FMND PCP 2260 V
N = 1432391.48
E = 764438.02
ELEV = 206.813
STA. 11+09.47
11.89' LT.

CONTROL POINT # 65004
SCMD 4" "PCSM" V
N = 1432270
E = 764930
ELEV = 217.833
STA. 16+01.27
109.05' RT.

CONTROL POINT # 65005
SIRC 1/2" "POLK CO. TRAV." V
N = 1432363.27
E = 764976.91
ELEV = 215.498
STA. 16+48.35
16.23' LT.

CONTROL POINT # 65015
SMND "POLK CO. TBM" 6 V
N = 1432593
E = 764942
ELEV = 213.143
STA. 16+13.52
213.60' RT

UTILITY NOTES

1. THE LOCATIONS OF UTILITIES SHOWN IN THE PLAN ARE APPROXIMATE ONLY. THE EXACT LOCATIONS OF ALL UTILITIES SHALL BE DETERMINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
2. THE CONTRACTOR SHALL CALL SUNSHINE STATE ONE CALL OF FLORIDA, INC. (SSOCOF) AT 811 OR 1-800-638-4097 AND ALL LISTED UTILITY OWNERS 48 HOURS BEFORE BEGINNING CLEARING AND GRUBBING OR EXCAVATION OPERATIONS. ALL UTILITY OWNERS MAY NOT BE SSOCOF MEMBERS, IN WHICH CASE, DIRECT CONTACT BY THE CONTRACTOR IS REQUIRED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION DIRECTLY WITH ALL UTILITY OWNERS.
3. ALL EXISTING UTILITIES ARE TO REMAIN UNLESS OTHERWISE NOTED ON THE PLANS. UTILITIES IN THE PROJECT AREA SHALL NOT BE DISTURBED. EXISTING UNDERGROUND AND OVERHEAD UTILITIES ADJACENT TO THE PROJECT MUST BE PROTECTED DURING CONSTRUCTION OPERATIONS. DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
4. DUE TO EXISTING UNDERGROUND AND OVERHEAD UTILITIES WITHIN THE PROJECT LIMITS, EXTREME CAUTION SHALL BE EXERCISED BY THE CONTRACTOR WHEN CLEARING AND GRUBBING, EXCAVATING, INSTALLING DRAINAGE STRUCTURES, BACKFILLING AND COMPACTING IN CLOSE PROXIMITY TO EXISTING UTILITIES.

UTILITY AGENCY / OWNER	CONTACT
CHARTER / SPECTRUM COMMUNICATIONS	DARIN DANIELS TEL: 863-559-6699 DARIN.DANIELS@CHARTER.COM
FLORIDA PUBLIC UTILITIES	FOSTER CHATHAM TEL: 863-224-3786 CELL: 863-209-1172 FCHATHAM@CHPK.COM
DUKE ENERGY	MARK MANNER - DISTRIBUTION TEL: 863-678-4476 CELL: 863-241-1663 MARK.MANNER@DUKE-ENERGY.COM SCOTT VANVELZOR - TRANSMISSION
FRONTIER COMMUNICATIONS	FRED VALDES OFFICE: 863-688-9714 CELL: 863-255-9648 FRED.N.VALDES@FTR.COM
POLK COUNTY UTILITITES	RYAN BENGSH - WATER & SEWER OFFICE: 863-298-4193 CELL: 863-307-2981 RYANBENGSCH@POLK-COUNTY.NET KEITH PITTMAN - SIGNALS
FOUR CORNERS HOA	BRIAN GARAVAGLIA, PRESIDENT 863-242-8693 BGARAVAGLIA@TAMPABAY.RR.COM
ZAYO / KCI TECHNOLOGIES	MAURICIO NAMIAS OFFICE: 813-906-7419 X 7419 CELL: 727-415-4996 MAURICIO.NAMIAS-CW@KCI.COM

CALL 2 WORKING DAYS BEFORE YOU DIG IN FLORIDA

IT'S THE LAW.
1-800-432-4770
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

REVISIONS			
NO.	DATE	DESCRIPTION	APPROVED

Kent L. McWaters, P.E.
P.E. License Number 45443
HDR Engineering, Inc.
4830 W Kennedy Blvd, Suite 400
Tampa, FL 33609-2548

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

FOUR CORNERS BLVD. INTERSECTION IMPROVEMENTS

GENERAL NOTES

COUNTY PROJECT NO.	SHEET NO.
5400169	5

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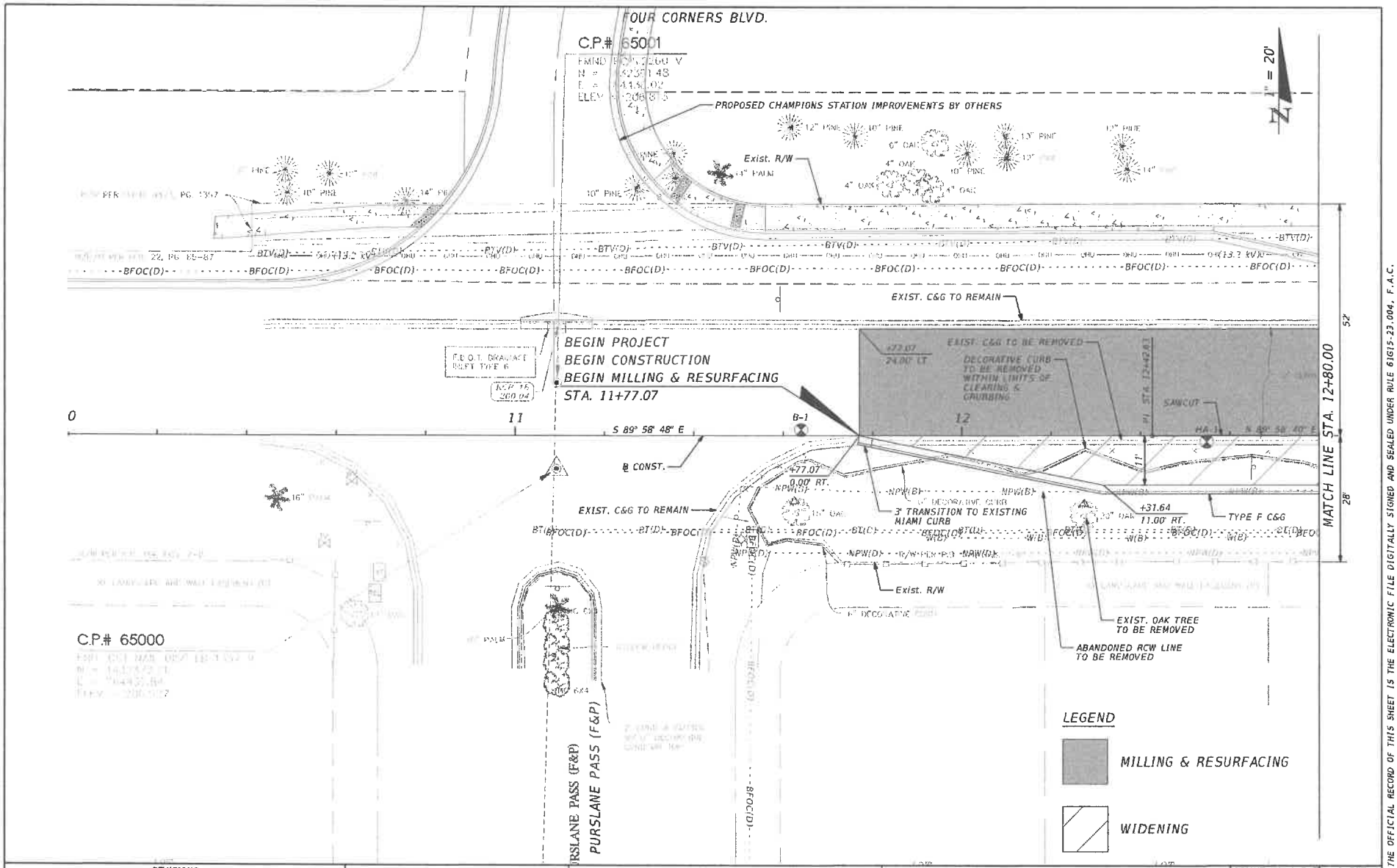

REVISIONS NO.	DATE	DESCRIPTION	APPROVED

Kent L. McWatters, P.E.
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Tampa, FL 33609-2548

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

FOUR CORNERS BLVD. INTERSECTION IMPROVEMENTS

ROADWAY PLAN (1)

COUNTY PROJECT NO.	SHEET NO.
5400169	6

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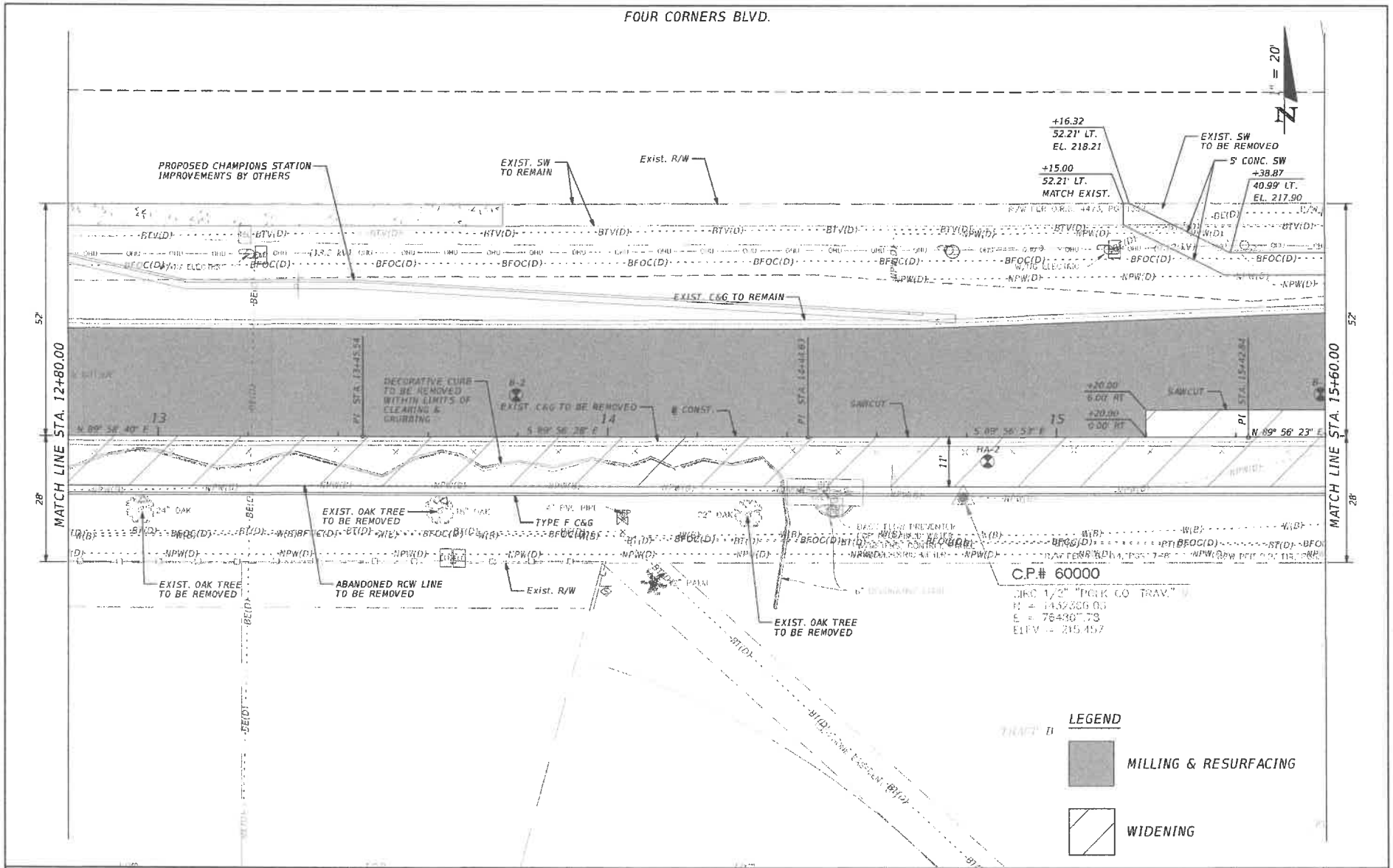

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4830 W Kennedy Blvd, Suite 408
Tampa, FL 33609-2548

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

FOUR CORNERS BLVD. INTERSECTION IMPROVEMENTS	COUNTY PROJECT NO.	SHEET NO.
ROADWAY PLAN (2)	5400169	7

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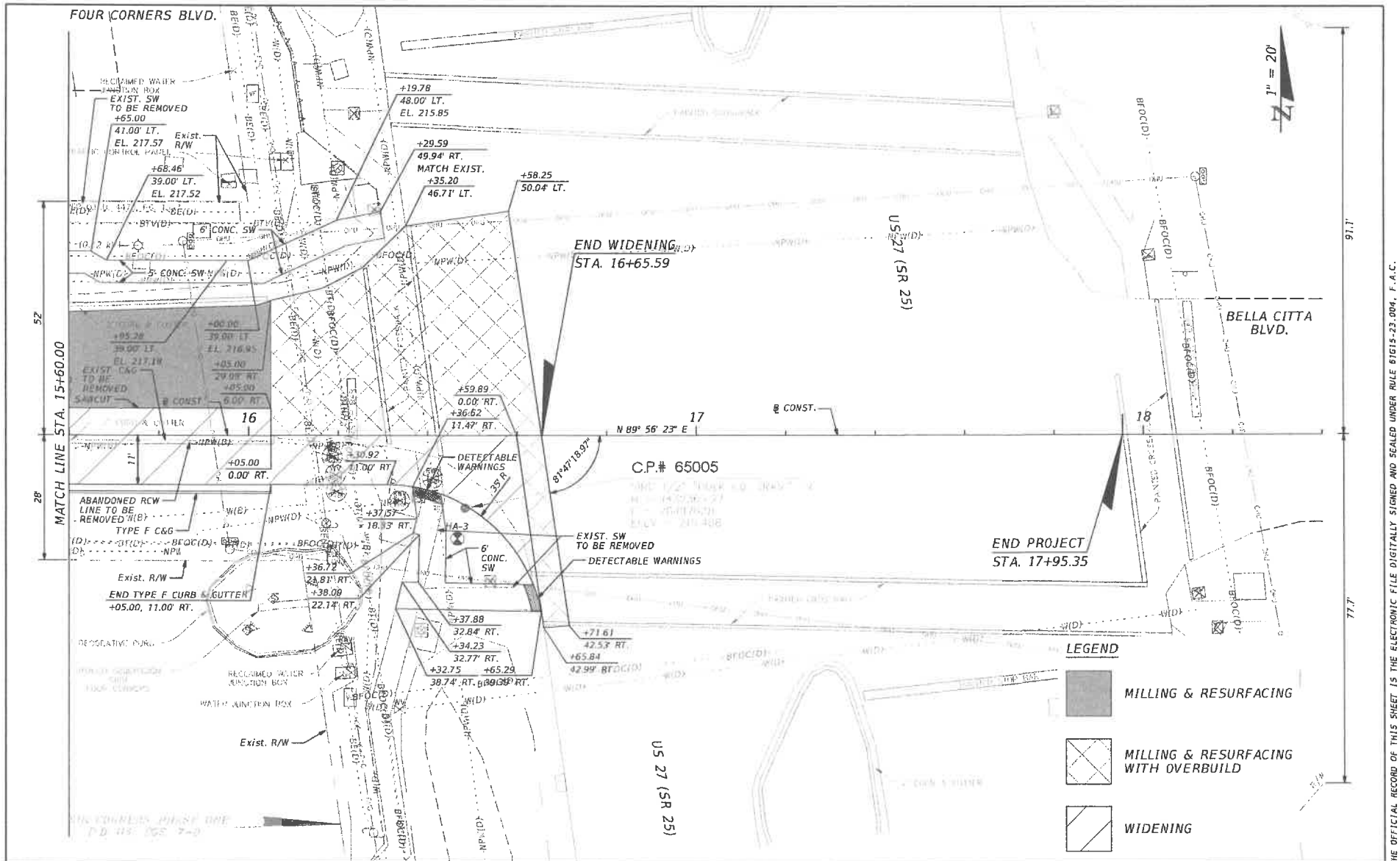

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POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

FOUR CORNERS BLVD. INTERSECTION IMPROVEMENTS	COUNTY PROJECT NO.	SHEET NO.
ROADWAY PLAN (3)	5400169	8

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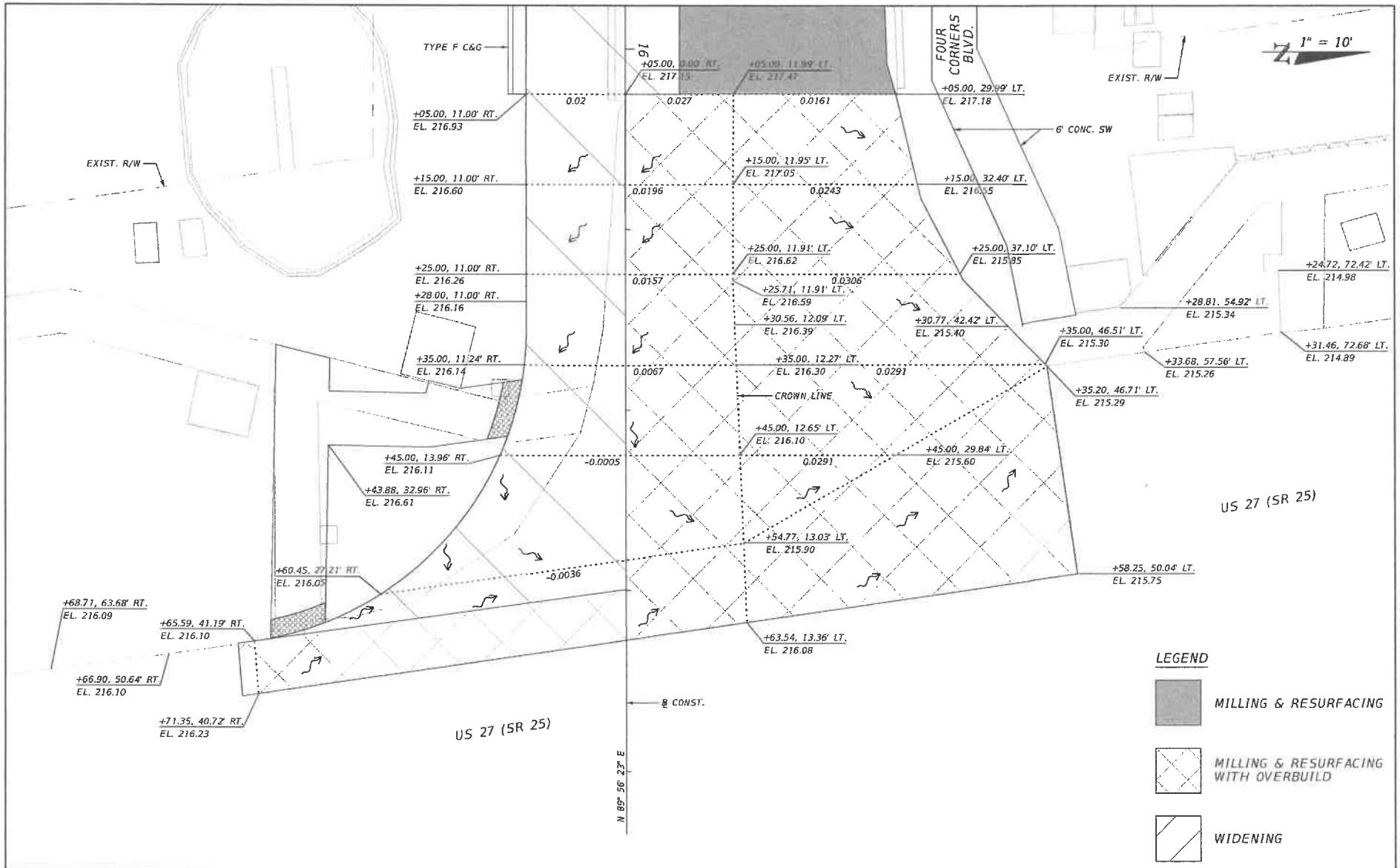

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Tampa, FL 33609-2548

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

FOUR CORNERS BLVD. INTERSECTION IMPROVEMENTS

INTERSECTION DETAIL

COUNTY PROJECT NO.	SHEET NO.
5400169	9

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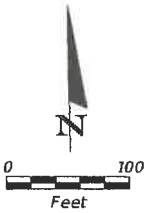


LEGEND

ASPHALT

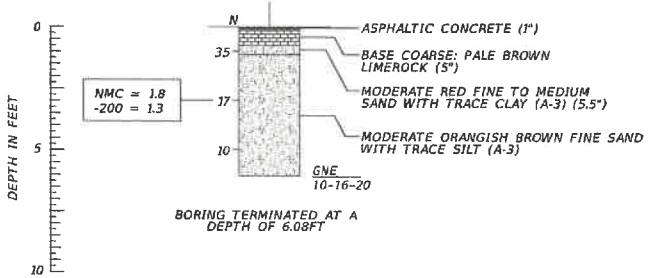
LIMEROCK BASE

SAND (A-3)

A-3	AASHTO SOIL CLASSIFICATION SYSTEM (ASTM D3282) GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW AND LABORATORY TESTING ON SELECTED SAMPLES FOR CONFIRMATION OF VISUAL REVIEW.
N	NUMBERS TO THE LEFT OF BORINGS INDICATE THE SPT VALUE FOR 12 INCHES OF PENETRATION (UNLESS OTHERWISE NOTED).
NAVD 88	NORTH AMERICAN VERTICAL DATUM OF 1988
3.83' ▽	GROUNDWATER LEVEL ENCOUNTERED AT TIME OF DRILLING
GNE	GROUNDWATER NOT ENCOUNTERED IN THE BORING TO DEPTH SHOWN AT TIME OF DRILLING, WITH DATE DRILLED
B-1	APPROXIMATE SPT BORING LOCATION
-200	PERCENT PASSING #200 SIEVE
NMC	NATURAL MOISTURE CONTENT (%)

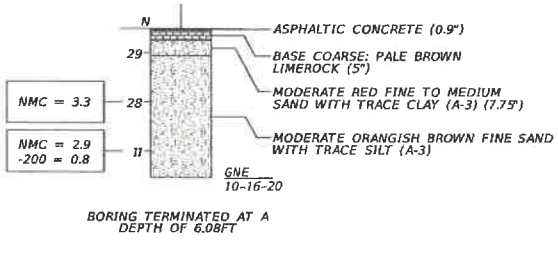
BORING LOCATION PLAN

BOR #	B-1
STA.	12+10
REF.	US 27
OFF.	LT 4.0
ELEVATION	--
LATITUDE	28.27375
LONGITUDE	-81.66345
DATE	10/16/2020
DRILLER	RICARDO MANJARES (J&R DRILLING)
HAMMER	AUTOMATIC
RIG	CME 45C
CASING (ft)	NA



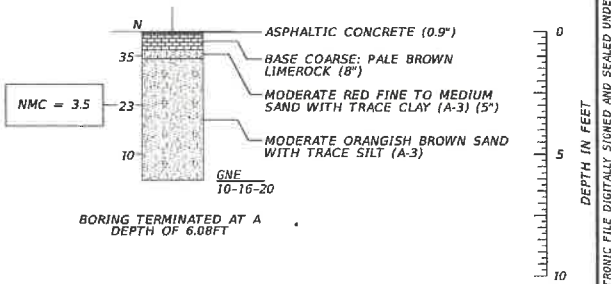
BORING TERMINATED AT A DEPTH OF 6.08FT

BOR #	B-2
STA.	14+30
REF.	US 27
OFF.	LT 3.0
ELEVATION	--
LATITUDE	28.27377
LONGITUDE	-81.66278
DATE	10/16/2020
DRILLER	RICARDO MANJARES (J&R DRILLING)
HAMMER	AUTOMATIC
RIG	CME 45C
CASING (ft)	NA



BORING TERMINATED AT A DEPTH OF 6.08FT

BOR #	B-3
STA.	15+95
REF.	US 27
OFF.	RT 4.0
ELEVATION	--
LATITUDE	28.273769
LONGITUDE	-81.662223
DATE	10/16/2020
DRILLER	RICARDO MANJARES (J&R DRILLING)
HAMMER	AUTOMATIC
RIG	CME 45C
CASING (ft)	NA



BORING TERMINATED AT A DEPTH OF 6.08FT

	SAFETY HAMMER	AUTOMATIC HAMMER
GRANULAR MATERIALS-RELATIVE DENSITY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY LOOSE	LESS THAN 4	LESS THAN 3
LOOSE	4 to 10	3 to 8
MEDIUM DENSE	10 to 30	8 to 24
DENSE	30 to 50	24 to 40
VERY DENSE	GREATER THAN 50	GREATER THAN 40
SILTS AND CLAYS CONSISTENCY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY SOFT	LESS THAN 2	LESS THAN 1
SOFT	2 to 4	1 to 3
FIRM	4 to 8	3 to 6
STIFF	8 to 15	6 to 12
VERY STIFF	15 to 30	12 to 24
HARD	GREATER THAN 30	GREATER THAN 24

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REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

LUIS GARCIA, P.E.
P.E. LICENSE NUMBER 76613
WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.
1101 CHANNELSIDE DRIVE, SUITE 200
TAMPA, FL 33602
REGISTRY NO. 5392

DRAWN BY: JAM 11-20
CHECKED BY: LG 11-20
DESIGNED BY: LG 11-20
CHECKED BY: NBW 11-20

POLK COUNTY BOARD OF COUNTY COMMISSIONERS
ROADS AND DRAINAGE DIVISION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID.
US 27	POLK	5400169

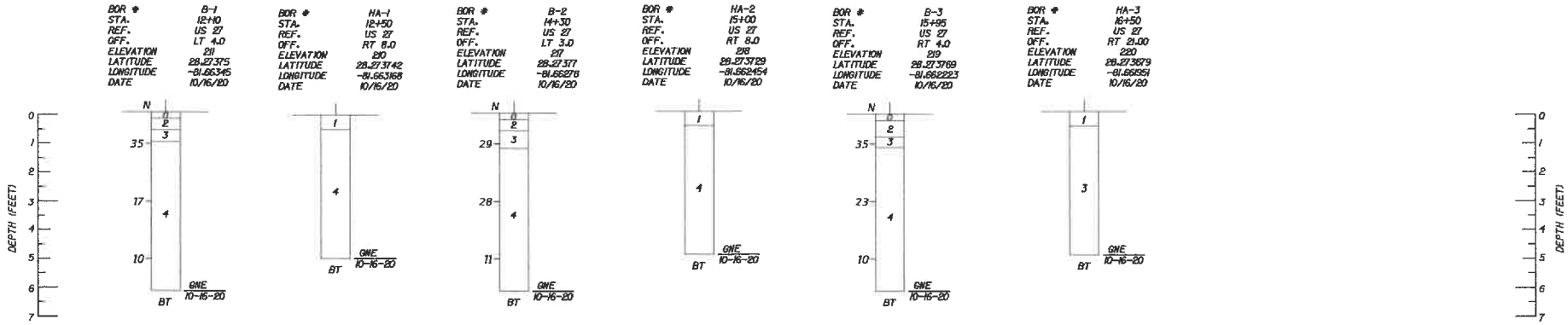
SHEET TITLE: REPORT OF CORE BORINGS

PROJECT NAME: US 27 AT FOUR CORNERS BLVD INTERSECTION IMPROVEMENTS

REF. DWG. NO.

SHEET NO. 10

Wilson, Jose 12/9/2020 8:26:22 AM C:\Users\josewilson\Desktop\US 27 @ 4 Corners Blvd\2320109\Geotech\[illegible].dwg



LEGEND

0 ASPHALT

1 TOPSOIL (A-8)

2 LIMEROCK (A-1-b)

3 MODERATE RED FINE TO MEDIUM SAND WITH TRACE CLAY (A-3)

4 MODERATE ORANGISH BROWN FINE SAND WITH TRACE SILT (A-3)

GNE 5-14-20 GROUNDWATER NOT ENCOUNTERED IN THE BORING TO DEPTH SHOWN AT TIME OF DRILLING, WITH DATE DRILLED

BT BORING TERMINATED

N NUMBERS TO THE LEFT OF BORINGS INDICATE THE SPT VALUE FOR 12 INCHES OF PENETRATION (UNLESS OTHERWISE NOTED).

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

LUIS GARCIA, P.E.
P.E. LICENSE NUMBER 76613
WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.
1101 CHANNELSIDE DRIVE, SUITE 200
TAMPA, FL 33602
REGISTRY NO. 5392

POLK COUNTY BOARD OF COUNTY COMMISSIONERS
ROADS AND DRAINAGE DIVISION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
US 27	POLK	5400169

ROADWAY SOIL PROFILES

SHEET NO. 11

Millan, Jose 12/9/2020 8:27:24 AM C:\Users\jose.millan\Desktop\US 27 @ 4 Corners Blvd\673320709\Geotech\ABORRD01.dwg

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POLK COUNTY BOARD OF COUNTY COMMISSIONERS
ROADS AND DRAINAGE DIVISION

DATE OF SURVEY: OCTOBER, 2020
SURVEY MADE BY: WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC
SUBMITTED BY: LUIS GARCIA, P.E. 76613

DISTRICT: NA
ROAD NO.: FOUR CORNERS BOULEVARD
COUNTY: POLK

FINANCIAL PROJECT ID: 5400169
PROJECT NAME: US 27 AT FOUR CORNERS BLVD. INTERSECTION IMPROVEMENTS

CROSS SECTION SOIL SURVEY FOR THE DESIGN OF ROADS

SURVEY BEGINS STA.: 11+77.07 SURVEY ENDS STA.: 16+59.87 REFERENCE: US 27

STRATUM NO.	ORGANIC CONTENT		MOISTURE CONTENT		SIEVE ANALYSIS RESULTS % PASS						ATTERBERG LIMITS (%)			AASHTO GROUP	DESCRIPTION	NO.OF TESTS	pH	RESISTIVITY ohm-cm	CHLORIDES ppm	SULFATES ppm	SUBSTRUCTURE ENVIRONMENTAL CLASSIFICATION	
	NO.OF TESTS	PERCENT ORGANICS	NO.OF TESTS	MOISTURE CONTENT	NO. OF TESTS	10 MESH	40 MESH	60 MESH	100 MESH	200 MESH	NO.OF TESTS	LIQUID LIMIT	PLASTIC INDEX								STEEL	CONCRETE
0	--	--	--	--	--	--	--	--	--	--	--	--	--	--	ASPHALT	--	--	--	--	--	--	--
1	--	--	--	--	--	--	--	--	--	--	--	--	--	A-8	TOPSOIL	--	--	--	--	--	--	--
2	--	--	--	--	--	--	--	--	--	--	--	--	--	A-1-B	LIMEROCK BASE COURSE	--	--	--	--	--	--	--
3	--	--	1	9.9	1	--	--	--	--	6.5	--	--	--	A-3	MODERATE RED FINE TO MEDIUM SAND WITH TRACE CLAY (A-3)	--	--	--	--	--	--	--
4	--	--	5	3.5	4	--	--	--	--	0.5-1.5	--	--	--	A-3	MODERATE ORANGISH BROWN FINE SAND WITH TRACE SILT	--	--	--	--	--	--	--

EMBANKMENT AND SUBGRADE MATERIAL

STRATA BOUNDARIES ARE APPROXIMATE. MAKE FINAL CHECK AFTER GRADING.

▽ - ENCOUNTERED GROUND WATER LEVEL

GNE - GROUNDWATER NOT ENCOUNTERED

NP - NON PLASTIC

NOTES:

1. STRATUM BOUNDARIES ARE APPROXIMATE AND REPRESENT SOIL STRATA AT EACH BORING LOCATION ONLY. ANY STRATUM CONNECTING LINES SHOWN ARE FOR ESTIMATING EARTHWORK ONLY AND DO NOT INDICATE ACTUAL STRATUM LIMITS. SUBSURFACE VARIATIONS BETWEEN BORINGS SHOULD BE ANTICIPATED AS INDICATED IN SECTION 2. FOR FURTHER DETAILS SEE SECTION 120.
2. REMOVAL OF MUCK AND PLASTIC MATERIAL OCCURRING WITHIN THE ROADWAY SHALL BE ACCOMPLISHED IN ACCORDANCE WITH STANDARD INDEX 120-002, UNLESS OTHERWISE SHOWN ON THE PLANS. THE MATERIAL USED IN EMBANKMENT CONSTRUCTION SHALL BE IN ACCORDANCE WITH INDEX 120-001 OF THE FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS.
3. THE SYMBOL "--" REPRESENTS AN UNMEASURED SOIL PARAMETER. "NP" = NOT PLASTIC.
4. THE MATERIALS FROM STRATA NO. 3 AND 4 ARE SELECT MATERIALS (S).
5. THE MATERIALS FROM STRATUM 1 SHOULD BE TREATED AS MUCK MATERIAL (M) IN ACCORDANCE WITH INDEX 120-001.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

LUIS GARCIA, P.E.
P.E. LICENSE NUMBER 76613
WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.
1101 CHANNELSIDE DRIVE, SUITE 200
TAMPA, FL 33602
REGISTRY NO. 5392

POLK COUNTY BOARD OF COUNTY COMMISSIONERS
ROADS AND DRAINAGE DIVISION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
US 27	POLK	5400169

ROADWAY SOIL SURVEY

SHEET NO. 12

Milian, Jose 12/9/2020 8:28:21 AM C:\Users\jose.milian\Desktop\US 27 @ 4 Corners Blvd\6733207009\Geotech\SSUVRD01.dwg

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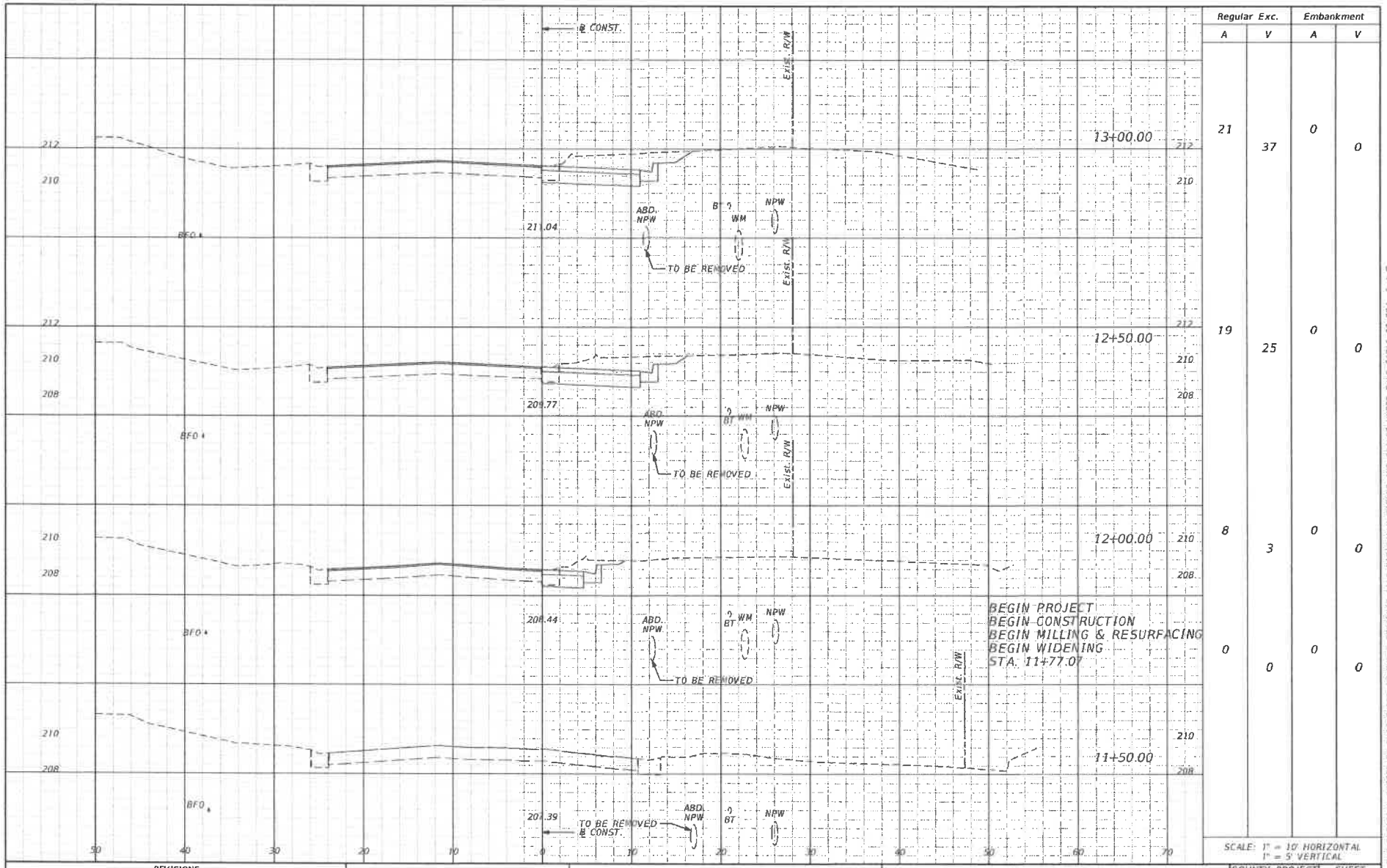

Regular Exc.		Embankment	
A	V	A	V
21	37	0	0
19	25	0	0
8	3	0	0
0	0	0	0

SCALE: 1" = 10' HORIZONTAL
1" = 5' VERTICAL

REVISIONS			
NO.	DATE	DESCRIPTION	APPROVED

Kent L. McWaters, P.E.
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4830 W Kennedy Blvd, Suite 400
Tampa, FL 33609-2548

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

FOUR CORNERS BLVD. INTERSECTION IMPROVEMENTS

CROSS SECTIONS (1)

COUNTY PROJECT NO.	SHEET NO.
5400169	13

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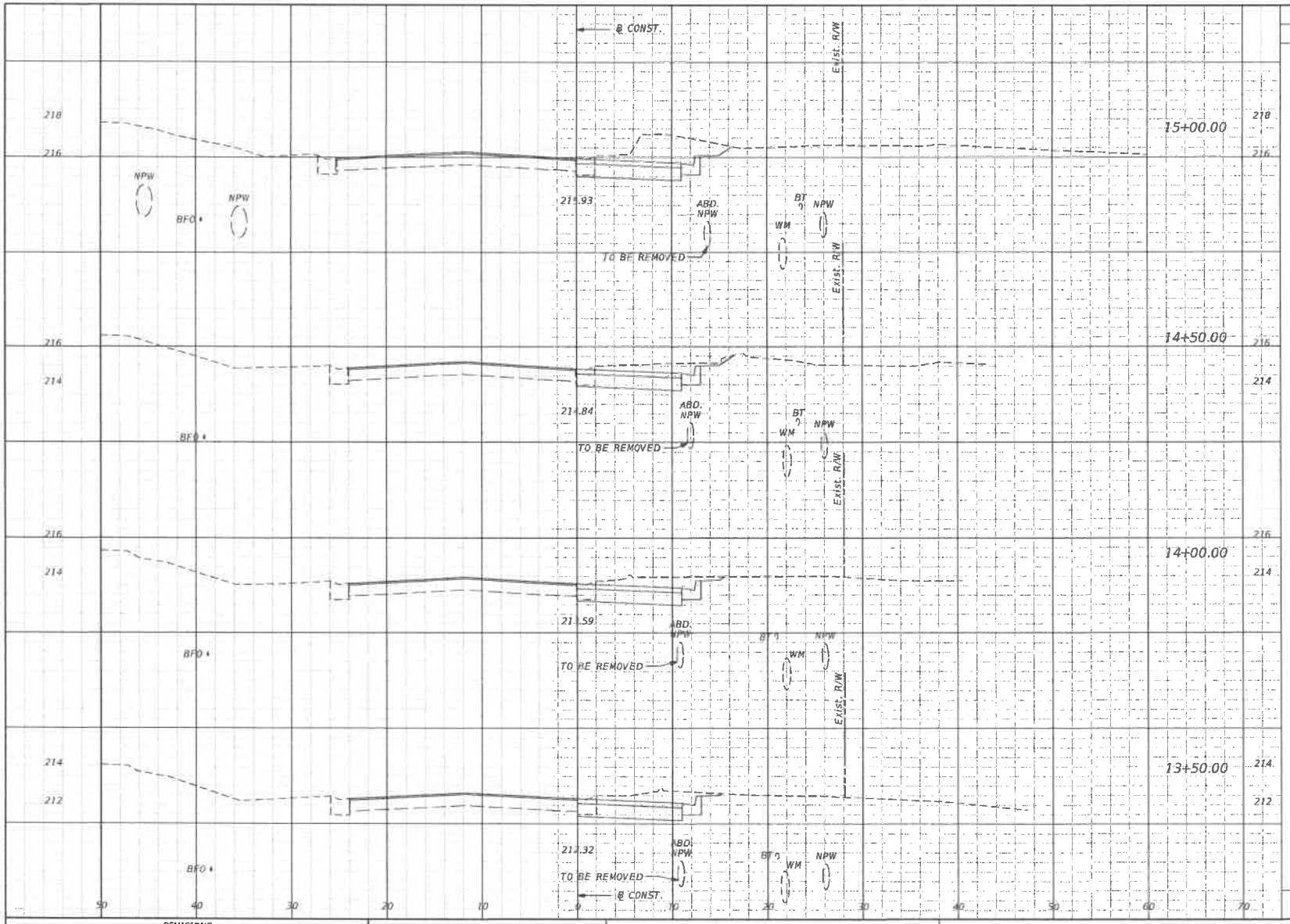

Regular Exc.		Embankment	
A	V	A	V
24	37	0	0
16	31	0	0
17	31	0	0
17	35	0	0

SCALE: 1" = 10' HORIZONTAL
1" = 5' VERTICAL

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NO.	DATE	DESCRIPTION	APPROVED

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4830 W Kennedy Blvd, Suite 400
Tampa, FL 33609-2548

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

FOUR CORNERS BLVD. INTERSECTION IMPROVEMENTS

CROSS SECTIONS (2)

COUNTY PROJECT NO.	SHEET NO.
5400169	14

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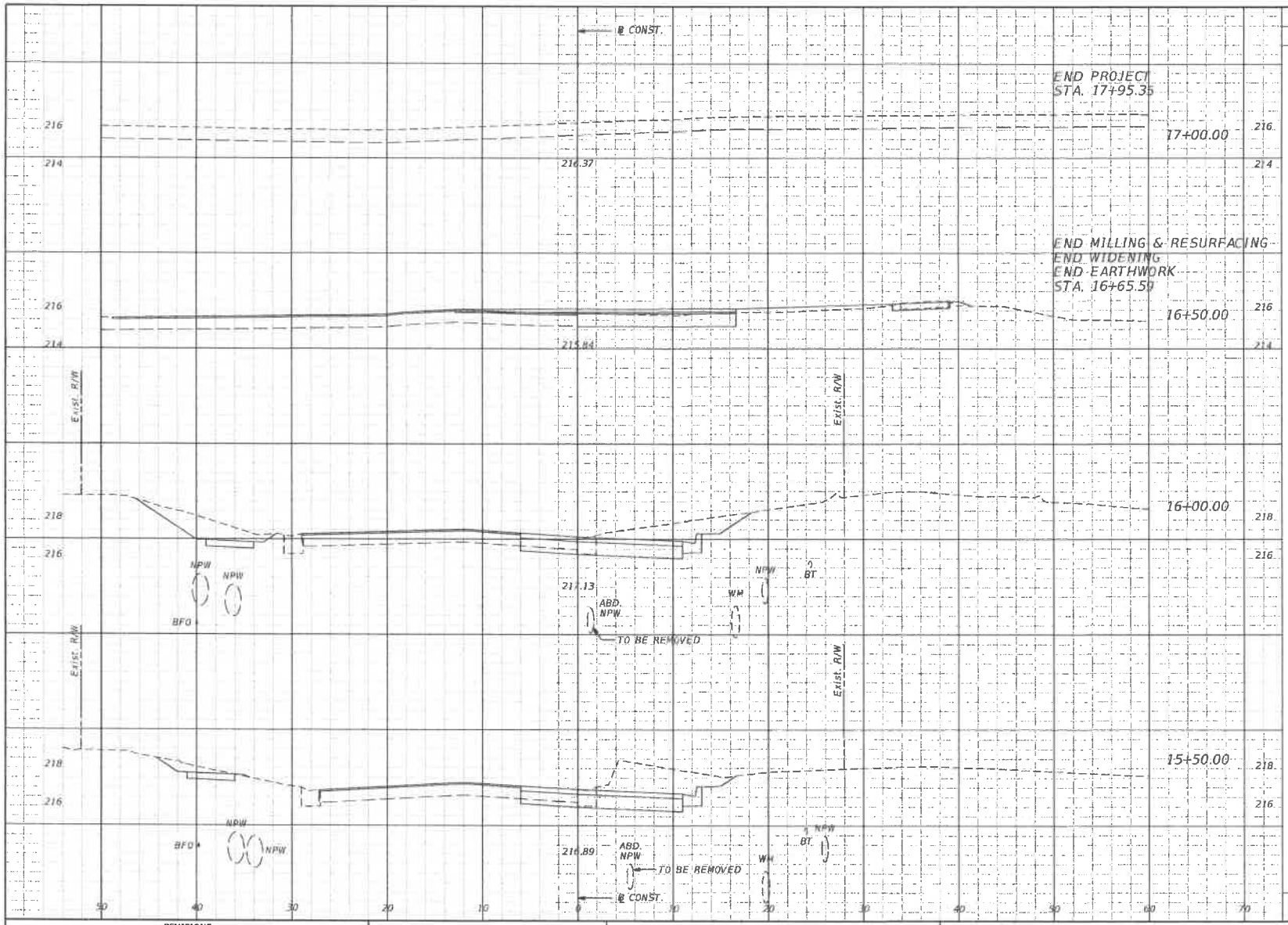

Regular Exc.		Embankment	
A	V	A	V
0	4	0	1
13	43	4	4
33	59	0	0
31	51	0	0

SCALE: 1" = 10' HORIZONTAL
1" = 5' VERTICAL

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REVISIONS			
NO.	DATE	DESCRIPTION	APPROVED

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P.E. License Number 45443
HDR Engineering, Inc.
4830 W Kennedy Blvd, Suite 400
Tampa, FL 33609-2548

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

FOUR CORNERS BLVD. INTERSECTION IMPROVEMENTS

CROSS SECTIONS (3)

COUNTY PROJECT NO.	SHEET NO.
5400169	15

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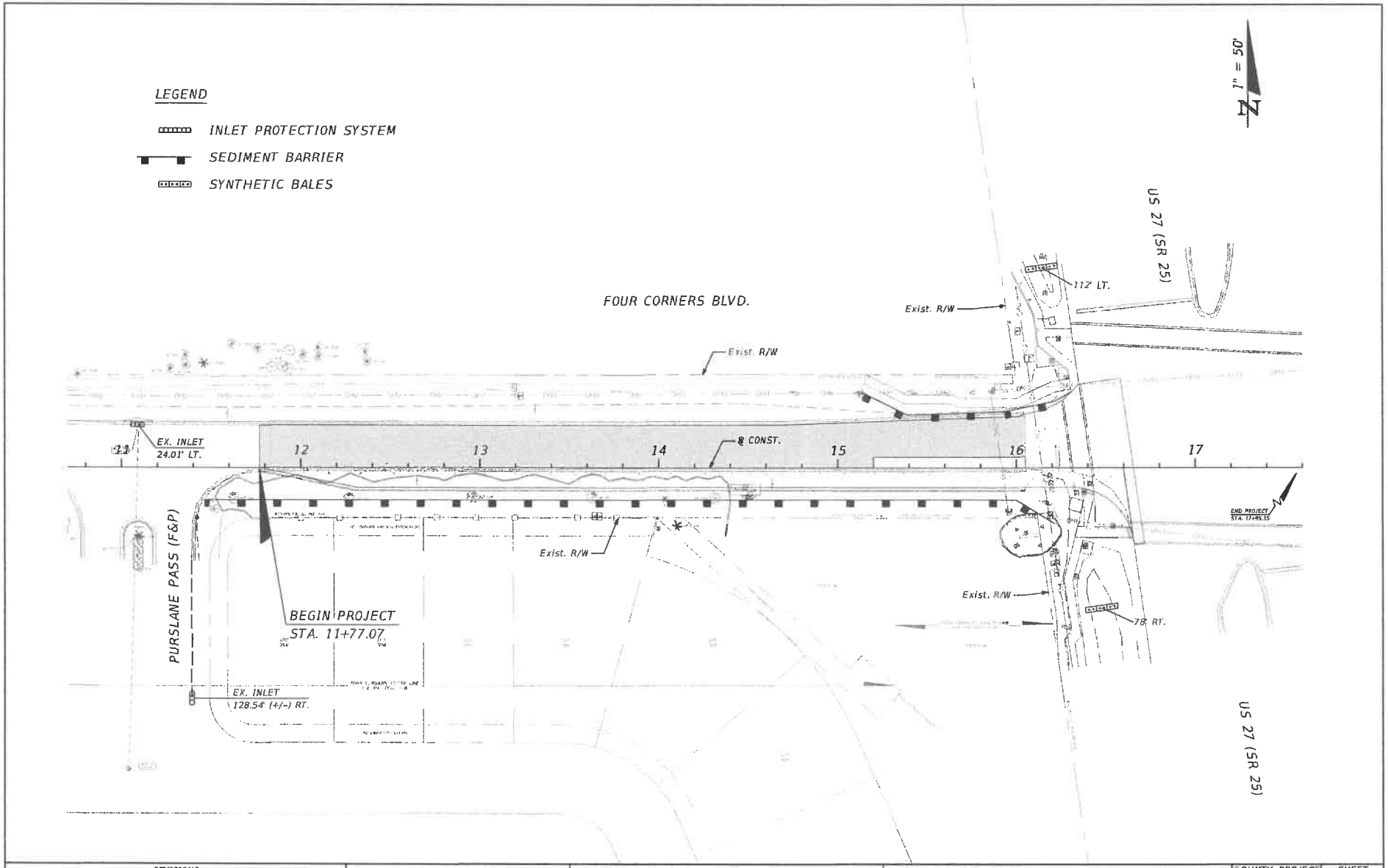

REVISIONS			
NO.	DATE	DESCRIPTION	APPROVED

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POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

FOUR CORNERS BLVD. INTERSECTION IMPROVEMENTS

EROSION CONTROL PLAN (1)

COUNTY PROJECT NO.	SHEET NO.
5400169	16

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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

TRAFFIC CONTROL NOTES:

1. MAINTENANCE OF TRAFFIC SHALL FOLLOW FDOT INDEX NOs. 102-600, 102-601, 102-602, 102-603, 102-605, 102-605, 102-607, 102-612, 102-613, 102-615 AND 102-660. SPECIFIED IN THE CONSTRUCTION PHASING NOTES AND OTHER TRAFFIC CONTROL INDICIES AS APPLICABLE.
2. EXISTING POSTED SPEED LIMIT ON FOUR CORNERS BLVD. IS 25 MPH AND ON BELLA CITTA IS 40 MPH AND WILL BE MAINTAINED FOR ALL PHASES OF WORK.
3. CONSTRUCTION WORK HOURS SHALL BE FROM 7:00 AM TO 6:00 PM MONDAY THROUGH FRIDAY, EXCEPT COUNTY HOLIDAYS.
4. EXCAVATION IS NOT TO OCCUR WITHIN ANY AREAS ON OR ADJACENT TO THE TRAVEL WAY THAT CANNOT BE RESTORED SO AS TO PROVIDE SAFE TRAFFIC OPERATIONS ON OR ADJACENT TO THE AREA WITHIN THE SAME WORK PERIOD.
5. DURING PERIODS OF LANE CLOSURES, THE CONTRACTOR SHALL PROVIDE DEDICATED PERSONNEL FOR THE INSTALLATION, MAINTENANCE AND REMOVAL OF ALL TRAFFIC CONTROL DEVICES. ALL COSTS TO BE INCLUDED IN PAY ITEM NO. 102-1.
6. IT IS ANTICIPATED THAT ISOLATED AREAS OF THE BASE MAY BE EXPOSED DURING THE MILLING OPERATIONS. THESE AREAS SHALL BE PRIMED PRIOR TO PAVING.
7. CONTINUOUS (24 HOURS PER DAY) ONE-LANE TWO-WAY MOT OPERATIONS MUST BE SCHEDULED AND APPROVED BY POLK COUNTY ROADS AND DRAINAGE DIVISION A MINIMUM OF 14 DAYS IN ADVANCE OF ANY PROPOSED ONE-LANE TWO-WAY OPERATIONS FOR ANY OF THE LIMITS LISTED ABOVE.
8. PROVIDE THREE PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS) ONE WEEK IN ADVANCE NOTIFYING THE START OF CONSTRUCTION DATE.
9. THE CONTRACTOR SHALL PLACE PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS) ON FOUR CORNERS BLVD., SB US 27 AND BELLA CITTA BLVD. (250 FEET BEFORE THE BEGIN/END PROJECT FOR A PERIOD OF TWO WEEKS PRIOR TO THE FIRST DAY OF ROADWAY CONSTRUCTION. THE SUGGESTED MESSAGES SHOULD READ:

MESSAGE 1	MESSAGE 2
ROAD	FROM
WORK	<BEGIN DATE>
AHEAD	TO <END DATE>

AFTER INITIAL TWO WEEKS. SUGGESTED MESSAGES SHALL READ:

MESSAGE 1	MESSAGE 2
ROAD	EXPECT
WORK	DELAYS
AHEAD	

DURING LANE CLOSURES SUGGESTED MESSAGES SHALL READ:

MESSAGE 1	MESSAGE 2
ROAD	LANE
WORK	CLOSURES
AHEAD	AHEAD

CONSTRUCTION PHASING:

PHASE I

1. INSTALL APPROPRIATE CONSTRUCTION SIGNAGE AND TEMPORARY TRAFFIC CONTROL DEVICES PER FDOT INDEX NO's. 102-600, 102-601, 102-602, 102-603 AND 102-605.
2. INSTALL EROSION CONTROL DEVICES.
3. CONSTRUCT CURB AND GUTTER, WIDENING, SIDEWALK, SHOULDER AND SLOPES.
4. MILL EXISTING PAVEMENT AND CONSTRUCT STRUCTURAL COURSE.
5. CONSTRUCT FRICTION COURSE.
6. CONSTRUCT PROPOSED UTILITY VALVE ADJUSTMENTS
7. INSTALL TEMPORARY PAVEMENT MARKINGS AND PERMANENT RPMs IN FINAL LOCATION.

PHASE II

1. INSTALL APPROPRIATE CONSTRUCTION SIGNAGE AND TEMPORARY TRAFFIC CONTROL DEVICES PER FDOT INDEX NO's. 102-600, 102-601, 102-602, 102-603, 102-605, 102-607 AND 102-616.
2. INSTALL PERMANENT HIGHWAY SIGNAGE AND THERMOPLASTIC PAVEMENT MARKINGS.
3. INSTALL AND MODIFY PERMANENT TRAFFIC SIGNAL SYSTEM.
4. REMOVE EROSION CONTROL DEVICES.

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REVISIONS NO.	DATE	DESCRIPTION	APPROVED
		ROAD WORK AHEAD / ROAD WORK AHEAD	

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FOUR CORNERS BLVD. INTERSECTION IMPROVEMENTS

TEMPORARY TRAFFIC CONTROL PLAN

COUNTY PROJECT NO.	SHEET NO.
5400169	17

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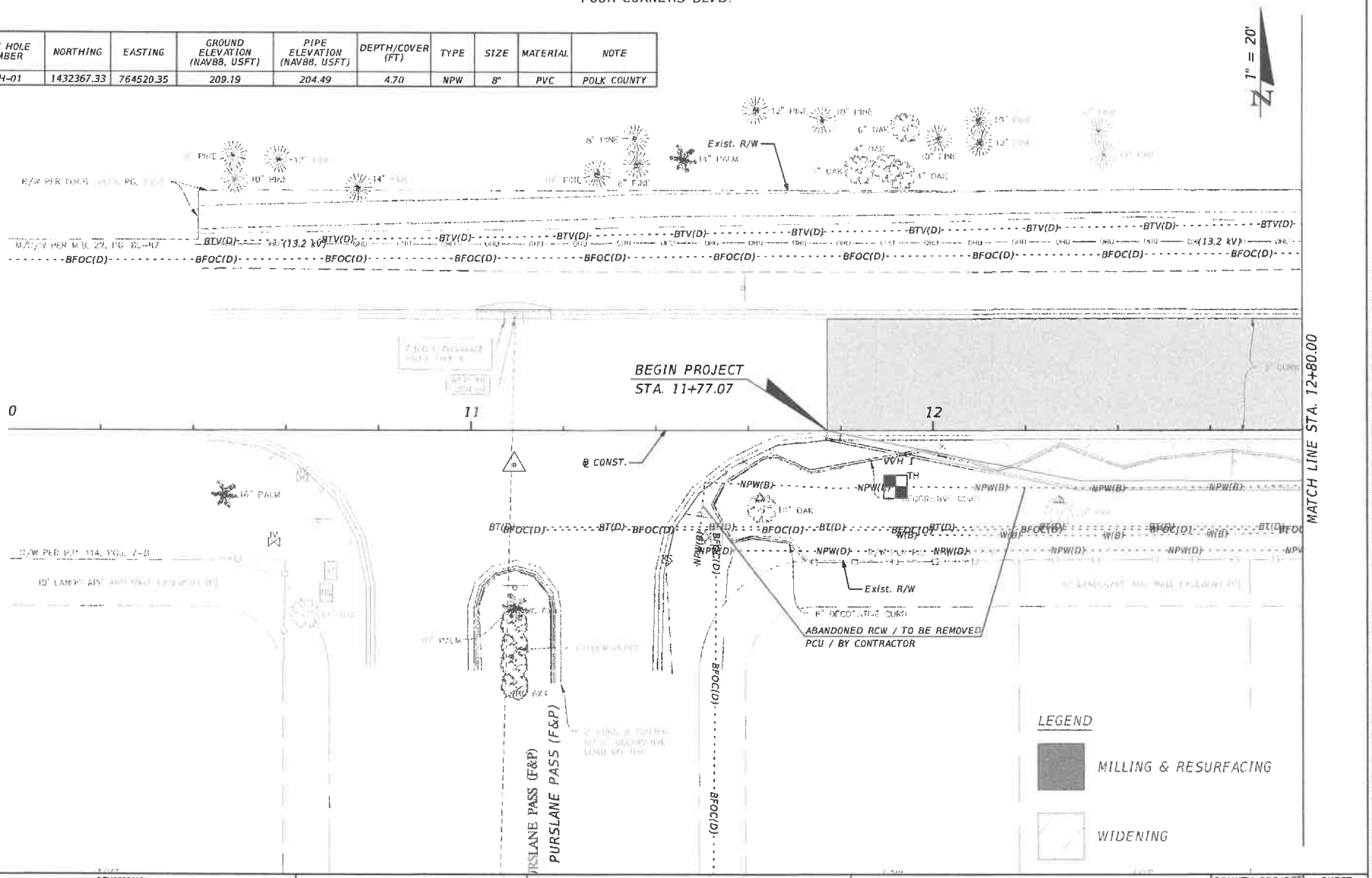
FOUR CORNERS BLVD.

TEST HOLE NUMBER	NORTHING	EASTING	GROUND ELEVATION (NAV88, USFT)	PIPE ELEVATION (NAV88, USFT)	DEPTH/COVER (FT)	TYPE	SIZE	MATERIAL	NOTE
VVH-01	1432367.33	764520.35	209.19	204.49	4.70	NPW	8"	PVC	POLK COUNTY



REVISIONS NO.	DATE	DESCRIPTION	APPROVED

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FOUR CORNERS BLVD. INTERSECTION IMPROVEMENTS	COUNTY PROJECT NO.	SHEET NO.
UTILITY ADJUSTMENTS (1)	5400169	18

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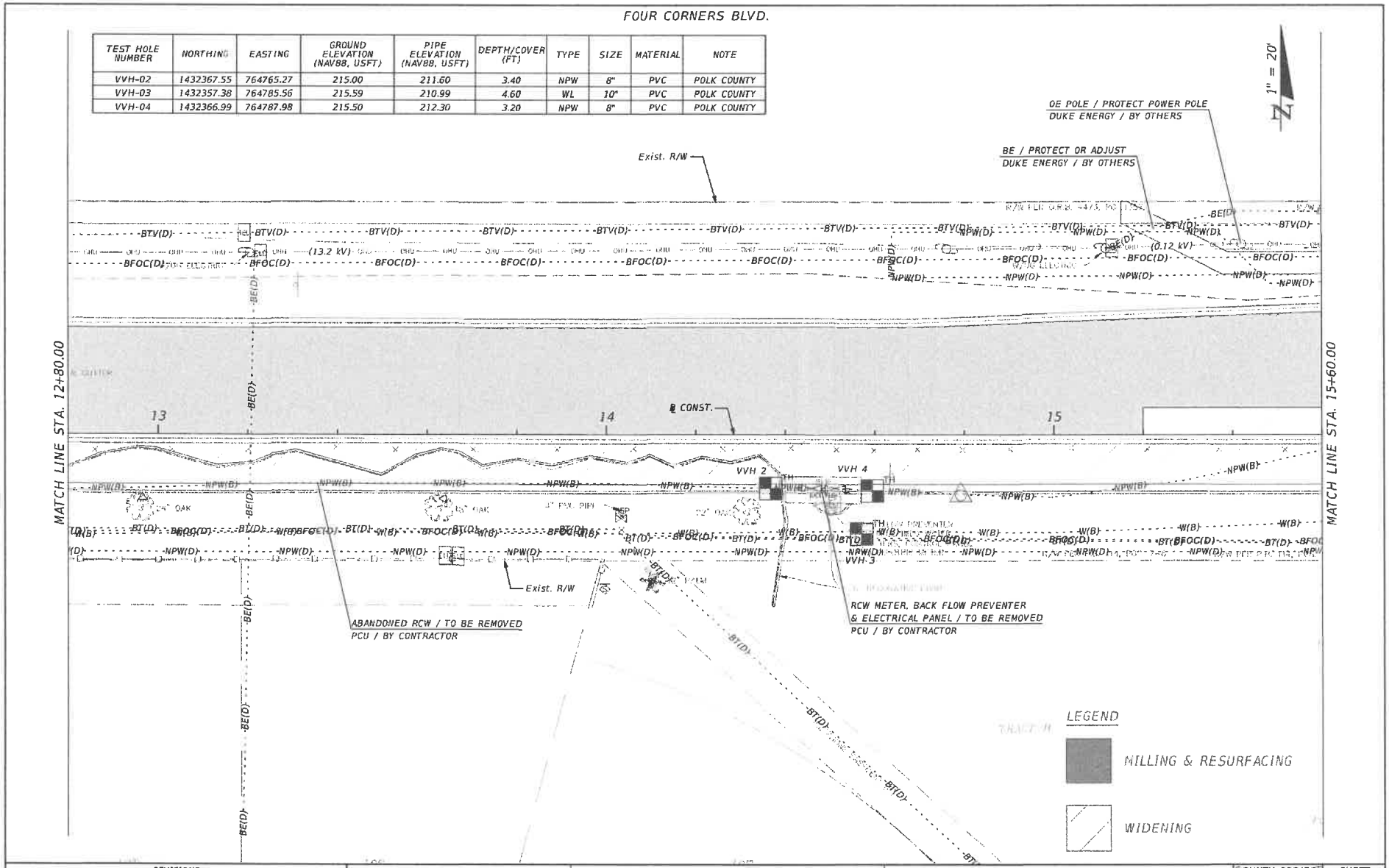
FOUR CORNERS BLVD.

TEST HOLE NUMBER	NORTHING	EASTING	GROUND ELEVATION (NAV88, USFT)	PIPE ELEVATION (NAV88, USFT)	DEPTH/COVER (FT)	TYPE	SIZE	MATERIAL	NOTE
VVH-02	1432367.55	764765.27	215.00	211.60	3.40	NPW	8"	PVC	POLK COUNTY
VVH-03	1432357.38	764785.56	215.59	210.99	4.60	WL	10"	PVC	POLK COUNTY
VVH-04	1432366.99	764787.98	215.50	212.30	3.20	NPW	8"	PVC	POLK COUNTY



REVISIONS NO.	DATE	DESCRIPTION	APPROVED

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FOUR CORNERS BLVD. INTERSECTION IMPROVEMENTS

UTILITY ADJUSTMENTS (2)

COUNTY PROJECT NO.	SHEET NO.
5400169	19

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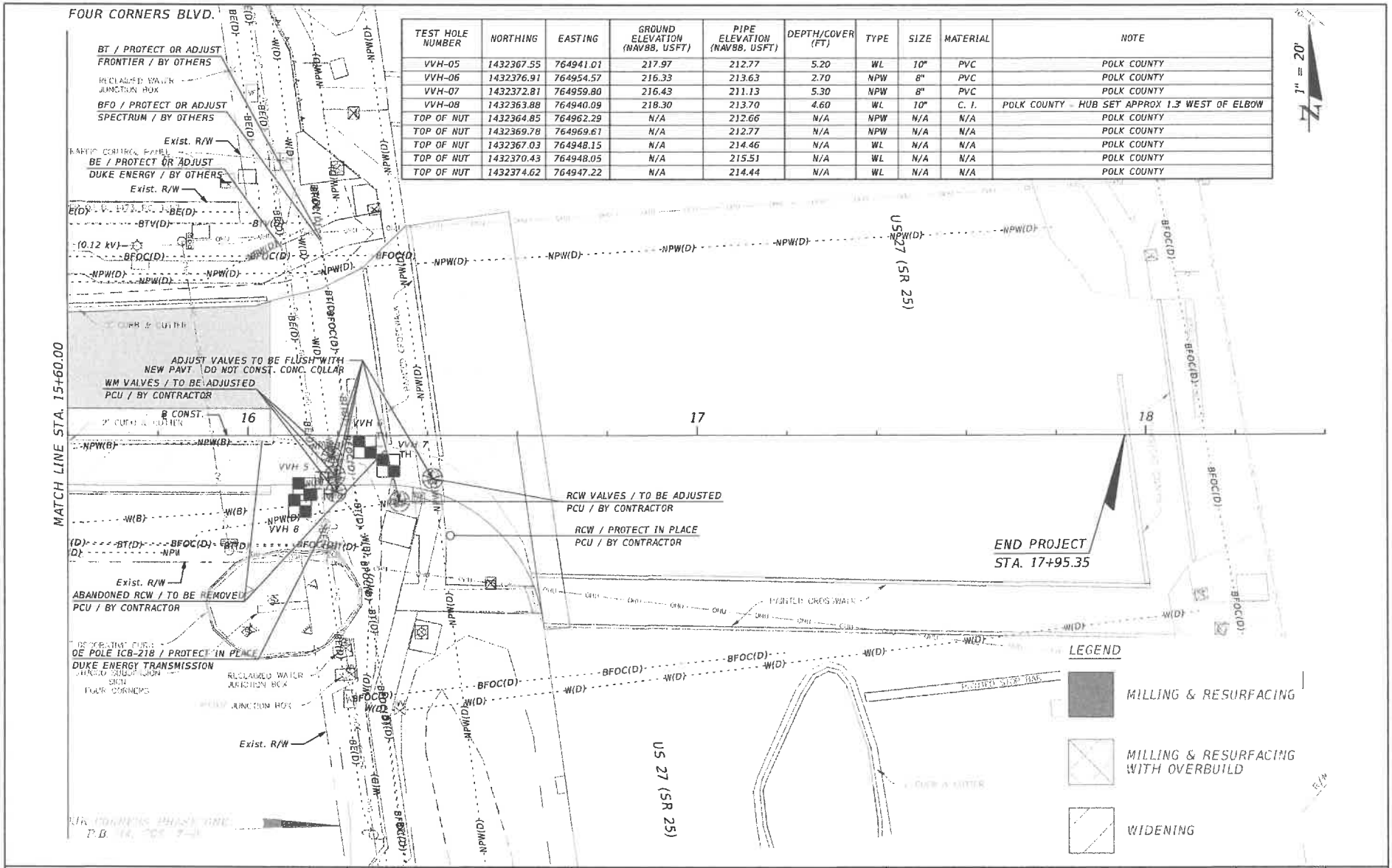

TEST HOLE NUMBER	NORTHING	EASTING	GROUND ELEVATION (NAV88, USFT)	PIPE ELEVATION (NAV88, USFT)	DEPTH/COVER (FT)	TYPE	SIZE	MATERIAL	NOTE
VVH-05	1432367.55	764941.01	217.97	212.77	5.20	WL	10"	PVC	POLK COUNTY
VVH-06	1432376.91	764954.57	216.33	213.63	2.70	NPW	8"	PVC	POLK COUNTY
VVH-07	1432372.81	764959.80	216.43	211.13	5.30	NPW	8"	PVC	POLK COUNTY
VVH-08	1432363.88	764940.09	218.30	213.70	4.60	WL	10"	C. I.	POLK COUNTY - HUB SET APPROX 1.3' WEST OF ELBOW
TOP OF NUT	1432364.85	764962.29	N/A	212.66	N/A	NPW	N/A	N/A	POLK COUNTY
TOP OF NUT	1432369.78	764969.61	N/A	212.77	N/A	NPW	N/A	N/A	POLK COUNTY
TOP OF NUT	1432367.03	764948.15	N/A	214.46	N/A	WL	N/A	N/A	POLK COUNTY
TOP OF NUT	1432370.43	764948.05	N/A	215.51	N/A	WL	N/A	N/A	POLK COUNTY
TOP OF NUT	1432374.62	764947.22	N/A	214.44	N/A	WL	N/A	N/A	POLK COUNTY

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FOUR CORNERS BLVD. INTERSECTION IMPROVEMENTS

UTILITY ADJUSTMENTS (3)

COUNTY PROJECT NO.	SHEET NO.
5400169	20

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SUMMARY OF LUMP SUM ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	QUANTITY P	QUANTITY F	DESIGN NOTES	CONSTRUCTION REMARKS
101-1	MOBILIZATION	1			

SUMMARY OF TEMPORARY TRAFFIC CONTROL PLAN ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	PHASE I DURATION DAYS	PHASE I QUANTITY P	PHASE I TOTAL P	PHASE II DURATION DAYS	PHASE II QUANTITY P	PHASE II TOTAL P	TOTAL P	TOTAL F	DESIGN NOTES	CONSTRUCTION REMARKS
102-1	MAINTENANCE OF TRAFFIC	LS							1		60 CONST. DAYS	

SUMMARY OF EROSION AND SEDIMENT CONTROL DEVICES

LOCATION STA. TO STA.	SIDE	SEDIMENT BARRIER 0104 10 3 LF P	SEDIMENT BARRIER 0104 10 3 LF F	INLET PROTECTION SYSTEM 0104 18 EA P	INLET PROTECTION SYSTEM 0104 18 EA F	DESIGN NOTES	CONSTRUCTION REMARKS
11+46.37 to 16+21.29	RT	478.7					
15+12.77 to 16+30.77	LT	123.0					
16+05.57 to 16+23.40	LT	18.0				SYNTHETIC BALES	
16+38.70 to 16+56.52	RT	18.0				SYNTHETIC BALES	
11+05.28 to 11+13.28	LT			1			
11+39.30 to 11+39.30	RT			1			
SUB-TOTAL:		637.7		2			
TOTAL:		638		2			

SUMMARY OF EARTHWORK

PAY ITEM NO.	PAY ITEM DESCRIPTION	CY P	CY F	DESIGN NOTES	CONSTRUCTION REMARKS
120-1	REGULAR EXCAVATION	356			
120-6	EMBANKMENT	5			

REVISIONS

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FOUR CORNERS BLVD. INTERSECTION IMPROVEMENTS

SUMMARY OF QUANTITIES (1)

COUNTY PROJECT NO. 5400169

SHEET NO. SQ-1

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SUMMARY OF LITTER REMOVAL AND MOWING

CONST. PHASE	LOCATION STA. TO STA.	SIDE	DURATION (DAYS)	FREQUENCY (DAYS)	LITTER REMOVAL CYCLES	LITTER REMOVAL AREA AC/CYCLE	LITTER REMOVAL AREA TOTAL (AC) P	LITTER REMOVAL AREA TOTAL (AC) F	MOWING CYCLES	MOWING AREA AC/CYCLE	MOWING AREA TOTAL (AC) P	MOWING AREA TOTAL (AC) F	DESIGN NOTES	CONSTRUCTION REMARKS
1	11+77.06 TO 16+65.59	LT/RT	45	30	2	0.490	0.735		2	0.391	0.587			
2	11+77.06 TO 16+65.59	LT/RT	15	30	1	0.490	0.245		1	0.391	0.196			
						SUB-TOTAL:	0.980			SUB-TOTAL:	0.782			
						TOTAL:	0.98			TOTAL:	0.78			

SUMMARY OF REMOVAL ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION STA. TO STA.	SIDE	AREA ID	UNITS	SECONDARY UNITS (IF LUMP SUM) AREA (AC)	QUANTITY P	QUANTITY F	TOTAL P	TOTAL F	DESIGN NOTES	CONSTRUCTION REMARKS
110-1-1	CLEARING AND GRUBBING (0.26 AC)	11+77.07 TO 16+65.54	RT.	135983	LS	0.20	1		1			
		15+15.00 TO 16+30.77	LT.	140628		0.06						
110-4-10	REMOVAL OF EXISTING CONCRETE PAVEMENT	11+77.10 TO 16+05.68	RT.	135666	SY		92.7		168			
		15+15.00 TO 15+98.42	LT.	140070			42.1					
		16+32.75 TO 16+64.05	RT.	139926			33.2					

SUMMARY OF PAVEMENT

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION STA. TO STA.	LOCATION DESCRIPTION	SIDE	AREA ID	UNIT	QUANTITY P	QUANTITY F	TOTAL P	TOTAL F	DESIGN NOTES	CONSTRUCTION REMARKS
0160 4	TYPE B STABILIZATION	11+76.61 to 16+65.59		RT	136021	SY	752.5		753			
285709	OPTIONAL BASE, BASE GROUP 09	11+77.07 to 16+05.00		RT	112203	SY	489.7		490			
285711	OPTIONAL BASE, BASE GROUP 11	16+05.00 to 16+65.59		RT	136076	SY	91.9		92			
0327 70 1	MILLING EXIST ASPH PAVT, 1" AVG DEPTH	11+77.07 to 16+05.00		LT	110042	SY	1181.9		1182			
0327 70 6	MILLING EXIST ASPH PAVT, 1 1/2" AVG DEPTH	16+05.00 to 16+71.61		LT/RT	111163	SY	291.5		292			
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	16+05.00 to 16+64.92		RT	118748	TN	19.58		19.6			
0334 1 53	SUPERPAVE ASPHALTIC CONCRETE,	11+77.07 to 16+05.00		RT	136692	TN	80.80		157.9			
	TRAFFIC C, PG 76-22	11+77.07 to 16+05.00		LT	115486		65.00					
		16+05.00 to 16+64.92		RT	136674	TN	7.34					
	OVERBUILD	16+05.00 to 16+71.61		LT/RT	NA		4.79					
0337 7 25	ASPHALT CONCRETE FRICTION COURSE,	16+05.00 to 16+64.92		RT	120937	TN	3.56		15.2			
	INC BIT, FC-5, PG 76-22	16+05.00 to 16+71.61		LT/RT	120985		11.66					

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FOUR CORNERS BLVD. INTERSECTION IMPROVEMENTS

SUMMARY OF QUANTITIES (2)

COUNTY PROJECT NO.	SHEET NO.
5400169	SQ-2

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SUMMARY OF UTILITY ADJUSTMENTS

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION STATION	SIDE	UNIT	QUANTITY P	QUANTITY F	TOTAL P	TOTAL F	DESIGN NOTES	CONSTRUCTION REMARKS
425-6	VALVE BOXES, ADJUST	16+18.65	RT.	EA	1.0		5		WATER VALVE	
		16+19.37	RT.		1.0				WATER VALVE	
		16+19.59	RT.		1.0				WATER VALVE	
		16+33.69	RT.		1.0				NPW VALVE	
		16+41.09	RT.		1.0				NPW VALVE	

SUMMARY OF CURB & GUTTER AND/OR TRAFFIC SEPARATORS

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION STA. TO STA.	SIDE	UNIT	QUANTITY GROSS LENGTH	DEDUCTIONS TYPE	DEDUCTIONS LENGTH	NET LENGTH P	NET LENGTH F	TOTAL P	TOTAL F	DESIGN NOTES	CONSTRUCTION REMARKS
0520 1 10	CONCRETE CURB & GUTTER, TYPE F	11+76.77 to 16+05.00	RT	LF	429.3			429.3		429			

SUMMARY OF SIDEWALK & DETECTABLE WARNINGS

LOCATION STA. TO STA.	SIDE	AREA ID	CONC SIDEWALK 4" 0522 1 SY P	CONC SIDEWALK 4" 0522 1 SY F	DETECTABLE WARNINGS 0527 2 SF P	DETECTABLE WARNINGS 0527 2 SF F	DESIGN NOTES	CONSTRUCTION REMARKS
15+15.00 to 16+30.51	LT	140084	70.1					
16+32.75 to 16+65.29	RT	136713	34.8					
16+36.62 to 16+43.22	RT	124251			13.1			
16+61.38 to 16+65.29	RT	124256			12.6			
SUB-TOTAL:			104.9		25.7			
TOTAL:			105		26			

SUMMARY OF PERFORMANCE TURF

LOCATION STA. TO STA.	SIDE	AREA ID	PERFORMANCE TURF (SOD) 0570 1 2 SY P	PERFORMANCE TURF (SOD) 0570 1 2 SY F	DESIGN NOTES	CONSTRUCTION REMARKS
11+74.29 to 16+65.59	RT	136916	921.8			
15+15.00 to 16+30.76	LT	140568	112.6			
15+16.61 to 16+24.28	LT	140561	87.1			
16+42.90 to 16+63.55	RT	136911	27.6			
SUB-TOTAL:			1156.2			
TOTAL:			1156			

REVISIONS

NO.	DATE	DESCRIPTION	APPROVED

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FOUR CORNERS BLVD. INTERSECTION IMPROVEMENTS

SUMMARY OF QUANTITIES (3)

COUNTY PROJECT NO.: 5400169

SHEET NO.: SQ-3

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TABULATION OF QUANTITIES

PAY ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS														TOTAL THIS SHEET		GRAND TOTAL	
			S-3		S-4		S-5													
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL
700-1-50	SINGLE POST SIGN, RELOCATE	AS			1												1		1	
706-1-3	RAISED PAVEMENT MARKER, TYPE B	EA																	43	
	(WHITE/RED)		1		14		4										19			
	(YELLOW/YELLOW)		6		14		4										24			
710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1														1		1	
*	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	0.046		0.159		0.039										0.244		0.244	
*	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK AND ROUNDABOUT, 12"	LF					125										125		125	
*	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE, 24"	LF					23										23		23	
*	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 DOTTED EXTENSION, 6"	GM	0.012														0.012		0.012	
*	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	EA	2		6		2										10		10	
*	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM	0.039		0.106		0.025										0.170		0.170	
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF					125										125		125	
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE	LF					23										23		23	
711-11-141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	GM	0.012														0.012		0.012	
711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	2		6		2										10		10	
711-11-241	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	GM					0.028										0.028		0.028	
711-14-125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LF					89										89		89	
711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	0.046		0.159		0.039										0.244		0.244	
711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	0.039		0.106		0.025										0.170		0.170	

* THESE QUANTITIES ARE PAID FOR UNDER PAINTED PAVEMENT MARKINGS (FINAL SURFACE), LUMP SUM ITEM NO. 710-90. THE QUANTITIES SHOWN ARE FOR ONE APPLICATION: SEE SPECIFICATION 710 FOR THE NUMBER OF APPLICATIONS REQUIRED.

REVISIONS			
NO.	DATE	DESCRIPTION	APPROVED

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4830 W Kennedy Blvd, Suite 400
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POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

FOUR CORNERS BLVD. INTERSECTION IMPROVEMENTS

SIGNING AND PAVEMENT MARKING TABULATION OF QUANTITIES

COUNTY PROJECT NO. 5400169

SHEET NO. S-1

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SIGNING AND PAVEMENT MARKING GENERAL NOTES

1. ALL PAVEMENT MARKINGS WITHIN THE POLK COUNTY RIGHT-OF-WAY SHALL BE THERMOPLASTIC OR PREFORMED THERMOPLASTIC.
2. REFER TO F.D.O.T. STANDARD PLANS INDEX NO. 706-001 FOR RETRO-REFLECTIVE PAVEMENT MARKER PLACEMENT DETAILS.
3. CAUTION SHALL BE EXERCISED WHILE RELOCATING EXISTING SIGNS SO AS TO PREVENT DAMAGE TO THE SIGNS. IF THE SIGNS ARE DAMAGED BEYOND USE, AS DETERMINED BY THE ENGINEER, THEY SHALL BE REPLACED BY THE CONTRACTOR AT HIS EXPENSE.
4. THE SIGN LOCATIONS ARE APPROXIMATE AND MAY REQUIRE FIELD ADJUSTMENT AS DIRECTED BY THE ENGINEER.
5. ANY EXISTING SIGN TO REMAIN THAT IS DISTURBED DURING CONSTRUCTION OR RELOCATED SHALL BE RESET TO CURRENT STANDARDS FOR HEIGHT, OFFSET, AND METHOD OF INSTALLATION. COST OF THIS WORK SHALL BE REFLECTED IN THE PAY ITEM NO. 102-1 IN THE SUMMARY OF ROADWAY PAY ITEMS.
6. ALL SINGLE COLUMN SIGNS WITHIN THE LIMITS OF CLEARING AND GRUBBING SHALL BE REMOVED UNLESS OTHERWISE NOTED IN THE PLANS. PAYMENT SHALL BE REFLECTED IN THE PAY ITEM NO. 110-1-1 IN THE SUMMARY OF ROADWAY PAY ITEMS.
7. AT LOCATIONS WHERE UNDERGROUND UTILITIES ARE IN CLOSE PROXIMITY TO SIGN FOUNDATIONS AS DETERMINED BY THE CONTRACTOR, THE CONTRACTOR SHALL HAND DIG THE FIRST FOUR FEET OF THE HOLE FOR THE FOUNDATIONS.
8. UNLESS OTHERWISE NOTED ON PLAN SHEETS, ALL CROSSWALKS SHALL BE TEN FEET (10') IN WIDTH. MEASUREMENTS SHALL BE FROM INSIDE TO INSIDE OF 12" STRIPES.

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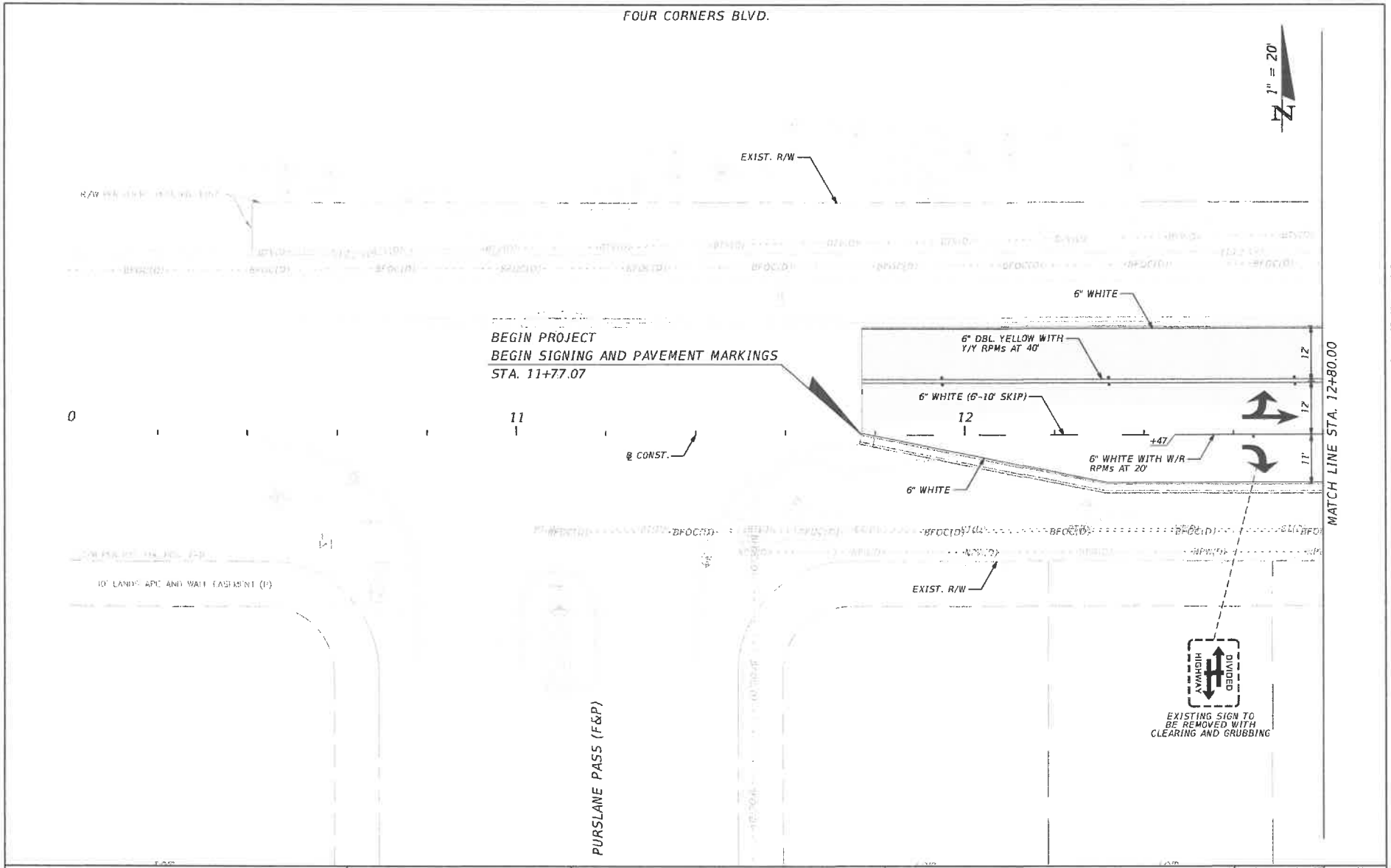
FOUR CORNERS BLVD. INTERSECTION IMPROVEMENTS

SIGNING AND PAVEMENT MARKING GENERAL NOTES

COUNTY PROJECT NO.	SHEET NO.
5400169	S-2



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WINTER HAVEN, FL 33880

FOUR CORNERS BLVD. INTERSECTION IMPROVEMENTS	COUNTY PROJECT NO.	SHEET NO.
SIGNING AND PAVEMENT MARKING PLAN (1)	5400169	S-3

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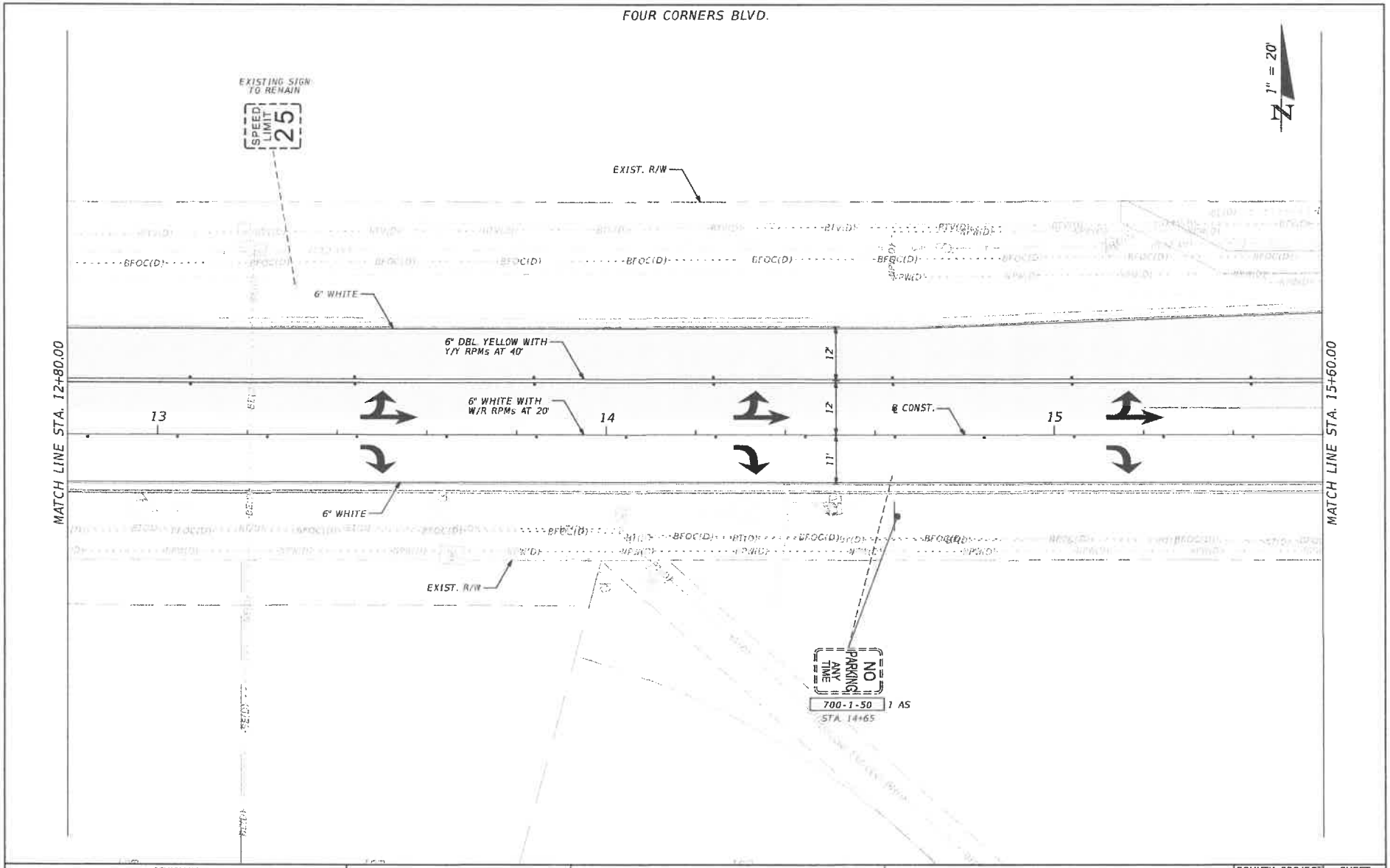

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POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

FOUR CORNERS BLVD. INTERSECTION IMPROVEMENTS

SIGNING AND PAVEMENT MARKING PLAN (2)

COUNTY PROJECT NO.	SHEET NO.
5400169	S-4

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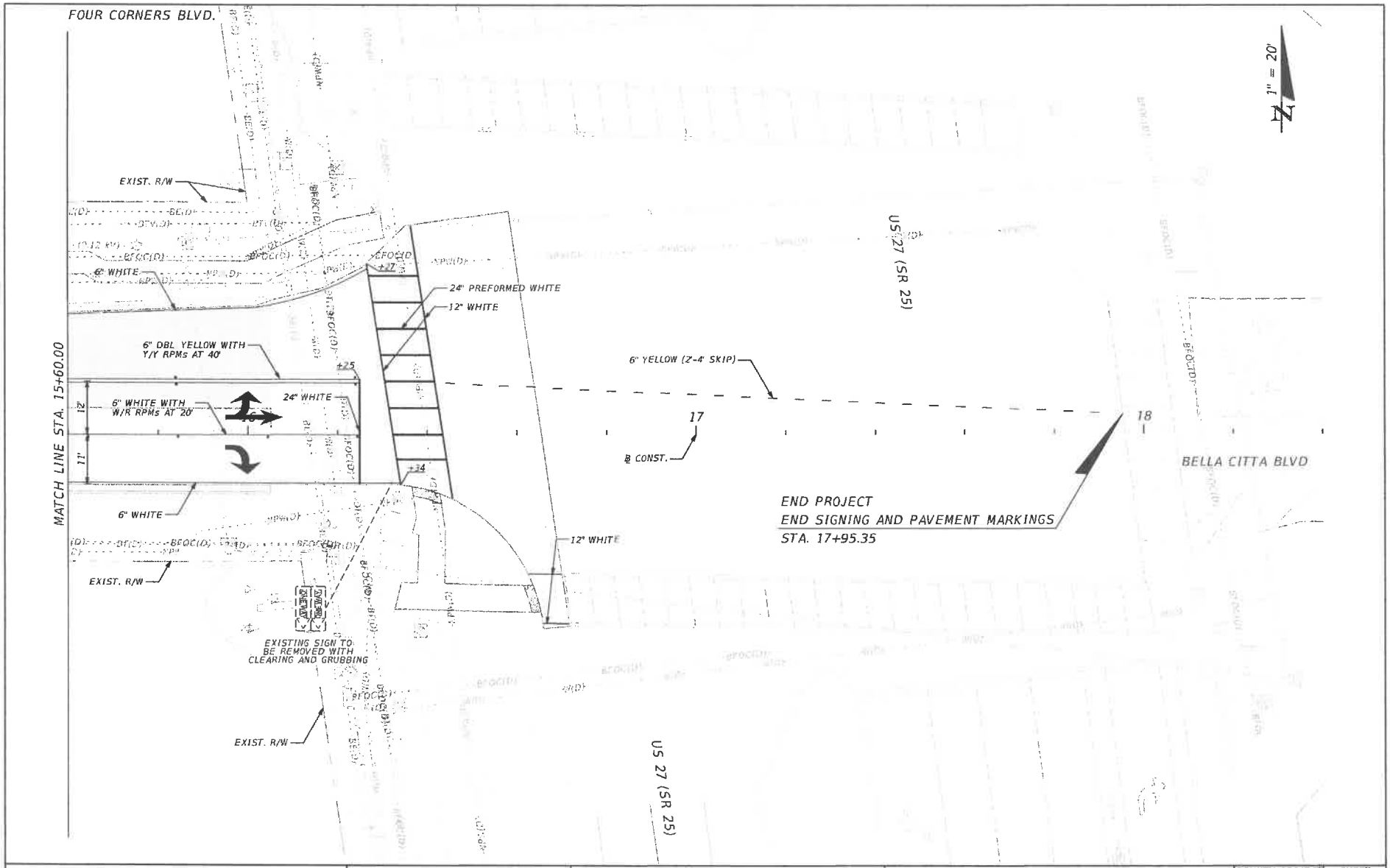

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POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

FOUR CORNERS BLVD. INTERSECTION IMPROVEMENTS	COUNTY PROJECT NO.	SHEET NO.
SIGNING AND PAVEMENT MARKING PLAN (3)	5400169	S-5

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TABULATION OF QUANTITIES

PAY ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS T-3 PLAN	T-3 FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	TOTAL THIS SHEET PLAN	TOTAL THIS SHEET FINAL	GRAND TOTAL PLAN	GRAND TOTAL FINAL
630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	30														30		30	
632-7-2	SIGNAL CABLE- REPAIR/REPLACE/OTHER, FURNISH & INSTALL	LF	245														245		245	
632-7-6	SIGNAL CABLE, REMOVE- INTERSECTION	PI	1														1		1	
646-1-40	ALUMINUM SIGNALS POLE, RELOCATE	EA	2														2		2	
660-2-106	LOOP ASSEMBLY, F&I, TYPE F	AS	2														2		2	

REVISIONS NO.	DATE	DESCRIPTION	APPROVED

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POLK COUNTY

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

FOUR CORNERS BLVD. INTERSECTION IMPROVEMENTS

SIGNALIZATION
TABULATION OF QUANTITIES

COUNTY PROJECT NO.	SHEET NO.
5400169	T-1

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GENERAL NOTES:

1. MAINTAINING AGENCY: POLK COUNTY

2. WHEN CONSTRUCTION IS COMPLETE, PROVIDE A SET OF "AS-BUILT" PLANS TO: POLK COUNTY
DIRECTOR OF TRAFFIC ENGINEERING
POLK COUNTY TRAFFIC OPERATIONS
3000 SHEFFIELD RD.
WINTER HAVEN, FL 33880

3. AT THE COMPLETION OF THE PROJECT, PROVIDE AS-BUILT PLANS IN ELECTRONIC FORM (PDF) TO: FDOT TRAFFIC OPERATIONS RENJAN JOSEPH, P.E., TSM&O ENGINEER 801 N. BROADWAY AVE P.O. BOX 1249 BARTOW, FL 33830-1249 EMAIL: RENJAN.JOSEPH@DOT.STATE.FL.US PHONE: 863-519-2746.

4. REQUEST UPDATED SIGNAL TIMINGS FROM FDOT TSM&O ENGINEER - ARTERIALS (863-519-2216) WHEN ALL LANES, STRIPING, SIGNALS AND PEDESTRIAN FACILITIES ARE IN THEIR FINAL CONFIGURATION AND THE SIGNAL IS OPERATING AS DESIGNED. PROVIDE FDOT WITH ALL 'AS-BUILT' INFORMATION NECESSARY TO DEVELOP THE BASIC SIGNAL TIMING PARAMETERS AND ALLOW THREE (3) WEEKS FOLLOWING THE REQUEST FOR FDOT TO DEVELOP THE UPDATED TIMINGS. PROGRAM THE CONTROLLER PER THE TIMINGS PROVIDED BY FDOT.

PAY ITEM NOTES:

1. 630-2-11:
USE A MINIMUM 2" DIAMETER PVC CONDUIT FOR ALL SIGNAL, PEDESTRIAN, AND DETECTION FUNCTIONS.

   INSTALL CONDUIT UNDER PROPOSED ROADWAY AND/OR SIDEWALK PRIOR TO INSTALLATION OF ROADWAY BASE AND SURFACE OR CONCRETE.

2. 632-7-2:
THIS ITEM IS TO INCLUDE ADDING AND ADJUSTING SIGNAL CABLE AS NEEDED TO ACCOMMODATE THE PROPOSED PLAN CHANGES. THIS ITEM IS NOT INTENDED TO REWIRE THE ENTIRE INTERSECTION. SIGNAL CABLE IS NOT TO BE SPLICED, ALL CABLE RUNS MUST CONNECT TO THE CONTROLLER WITHOUT SPLICES.

   A PERMANENT MARKING IS TO BE PLACED ON THE WIRE DESIGNATING THE PHASE USED.

   VERIFY THE COLOR CODE OF SIGNAL CABLE WITH THE MAINTAINING AGENCY PRIOR TO WIRING INTERSECTION.

3. 646-1-40:
PAY ITEM SHALL INCLUDE ALL NECESSARY ITEMS TO RELOCATE EXISTING PEDESTRIAN SIGNAL ASSEMBLIES, ALONG WITH UPDATING THE CLEARANCE TIMING.

4. 660-2-106:
INCLUDES MODIFYING THE EXISITNG CONTROLLER CABINET FOR THE CONNECTION OF THE PROPOSED LOOPS INTO THE CABINET.

   CONSTRUCT TYPE F LOOP ASSEMBLIES AS 30 FEET X 6 FEET AND PLACED 2 FEET IN FRONT OF STOP BAR.

   PERMANENTLY MARK EACH LOOP PER PHASE AND PER VEHICLE MOVEMENT AT EACH SPLICE POINT AND AT THE CABINET TERMINATION POINT.

   FOR INCREASED SENSITIVITY, INDUCTANCE LOOPS TO HAVE A MINIMUM OF THREE TURNS OF WIRE.

   IN NON-CURB AND GUTTER SECTIONS, CONTRACTOR SHALL INSTALL THE TWISTED PAIR AND LOOP LEAD-IN AS SHOWN IN DETAIL FOR INSTALLATION WITHOUT CURB AND GUTTER OF STANDARD PLAN 660-001 OF THE STANDARD PLANS, BOOKLET EDITION AS NOTED ON KEY SHEET. A TWO-INCH (2") CONDUIT SHALL BE INSTALLED TWO INCHES (2") UNDER THE PAVEMENT AT AN ANGLE OF 30-40 DEGREES.

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POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

FOUR CORNERS BLVD. INTERSECTION IMPROVEMENTS

SIGNALIZATION GENERAL AND PAY ITEM NOTES

COUNTY PROJECT NO.	SHEET NO.
5400169	T-2

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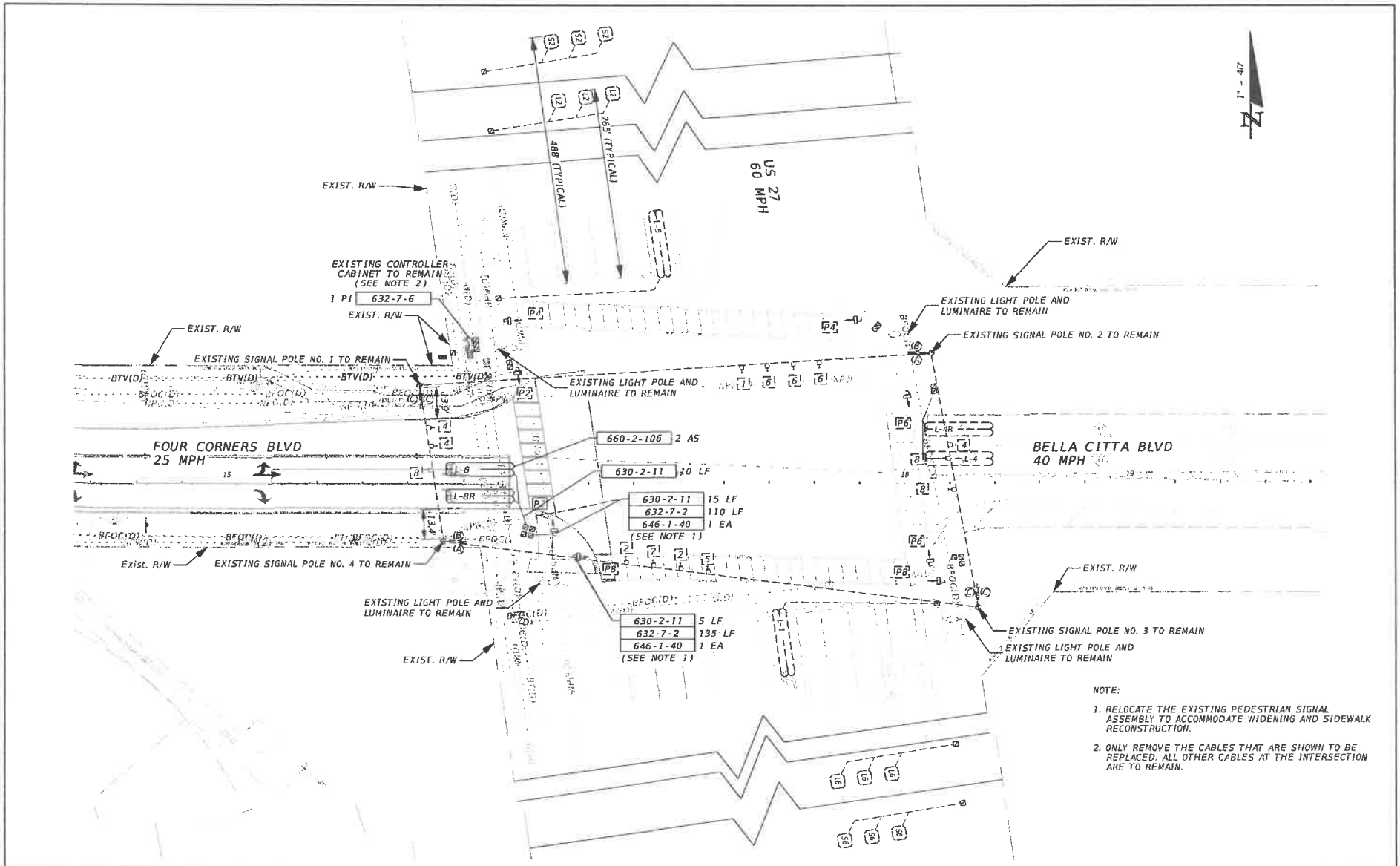

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3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

FOUR CORNERS BLVD. INTERSECTION IMPROVEMENTS

SIGNALIZATION PLAN (1)

COUNTY PROJECT NO.	SHEET NO.
5400169	T-3

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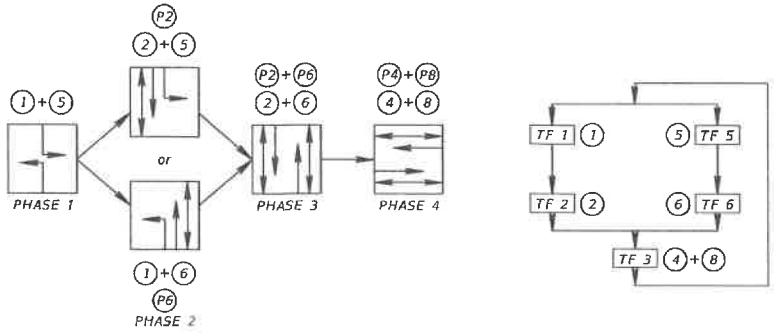
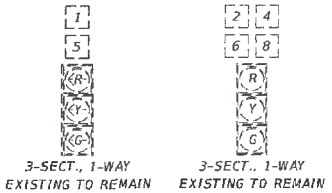
CONTROLLER OPERATIONS NOTES:

1. THE EXISTING SIGNAL CONTROLLER AND CABINET TO REMAIN.
2. MAJOR STREET IS US 27. MOVEMENTS 1, 2, 5 AND 6, AND MINOR STREET IS FOUR CORNERS BLVD/BELLA CITTA BLVD, MOVEMENTS 4 AND 8.
3. EXISTING SIGNAL OPERATING PLAN TO REMAIN. EXISTING CONTROLLER TIMINGS TO REMAIN EXCEPT AS SHOWN BELOW.
4. LOOP ASSEMBLIES TYPE F SHALL BE 30' x 6' AND PLACED 2' IN FRONT OF STOP BAR.
5. FLASHING OPERATION: MOVEMENTS 2 AND 6 (US 27) TO FLASH YELLOW AND ALL OTHER MOVEMENTS TO FLASH RED.

EXISTING S.O.P AND TIMING FUNCTION TO REMAIN



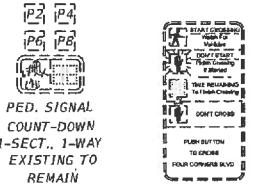
SIGNAL HEAD DETAILS



3-SECT., 1-WAY EXISTING TO REMAIN

3-SECT., 1-WAY EXISTING TO REMAIN

PEDESTRIAN HEAD DETAILS



PED. SIGNAL COUNT-DOWN 1-SECT., 1-WAY EXISTING TO REMAIN OR RELOCATED

EXISTING TO REMAIN

** DENOTES EXITING CONTROLLER PARAMETERS TO REMAIN

CONTROLLER TIMINGS (SECONDS)

MOVEMENT # (CONTROLLER PHASE Ø)	1	2	3	4	5	6	7	8	NOTES
DIRECTION	NBL	SB	EBL	WB	SBL	NB	WBL	EB	
TURN TYPE**	PROT	—	—	—	PROT	—	—	—	
MIN GREEN**	5	27	—	7	5	27	—	7	
EXT**	3.0	2.6	—	3.0	3.0	2.6	—	3.0	
YELLOW	5.9	5.9	—	4.4	5.9	5.9	—	4.4	
ALL RED	2.1	2.1	—	3.8	2.1	2.1	—	3.8	
MAX I**	30	60	—	30	35	60	—	30	
MAX II	—	—	—	—	—	—	—	—	
MAX LIMIT**	—	100	—	—	—	100	—	—	
ADJUST BY**	—	10	—	—	—	10	—	—	
WALK	—	7	—	7	—	7	—	7	
FLASHING DON'T WALK	—	16	—	41	—	18	—	41	
DETECTOR MEMORY	—	—	—	—	—	—	—	—	
DET. CROSS SWITCH	—	—	—	—	—	—	—	—	
DUAL ENTRY**	—	ON	—	ON	—	ON	—	ON	
RECALL**	—	MIN	—	—	—	MIN	—	—	

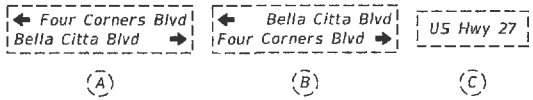
TIMINGS ARE INITIAL AND MAY REQUIRE FIELD ADJUSTING AS DIRECTED BY THE ENGINEER.

DETECTORS FOR LOOPS

LOOP	NO. OF LOOPS	NO. OF EXIST. DETS.	CHANNEL NO.	DELAY TIME (SEC)
L-1	1	1	1	
L-5	1		2	
L-2	3	1	1	
S-2	3		2	
L-4	1	1	1	3
L-4R	1		2	8
L-6	3	1	1	
S-6	3		2	
L-8	1	1	1	3
L-8R	1		2	8

DELAY TIMING IS INITIAL AND MAY REQUIRE FIELD ADJUSTING AS DIRECTED BY THE ENGINEER.

EXISTING SIGNS TO REMAIN



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FOUR CORNERS BLVD. INTERSECTION IMPROVEMENTS

SIGNALIZATION PLAN (2)

COUNTY PROJECT NO.	SHEET NO.
5400169	T-4

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Exhibit "C" – Cost Estimate/Budget

Kel Mar Polk County Pricing 9.21.23

Date 9/21/23

Project Champions Station - Polk County Infrastructure Improvements Four Corners Blvd

Polk County Infrastructure Improvements - Four Corners Blvd
UNIT PRICE BREAKDOWN

Hard Costs

Base Civil Scope

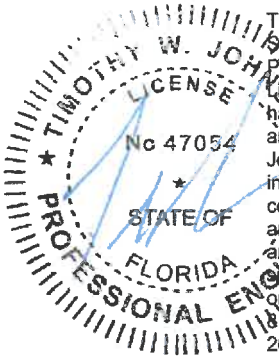
Description:	Quantity:	Unit:	Unit Cost:	TOTAL:
CLEARING/REMOVALS:				
Litter removal and disposal	1	LS	$ 3,125.00	$ 3,125.00
Mowing (.78 ac)	1	LS	$ 4,806.00	$ 4,806.00
Clearing & Grubbing (.26 ac) (tree removal)	1	LS	$ 16,100.00	$ 16,100.00
RCW Line removal (110-1-1)	1	LS	$ 15,600.00	$ 15,600.00
Removal of Existing concrete pavement (110-4-10)	168	SY	$ 52.00	$ 8,736.00
TOTAL (CLEARING/REMOVALS)				**$ 48,367.00**
EARTHWORK:				
Strip Site 6" **(120-1)**	1	LS	$ 23,500.00	$ 23,500.00
Proof Rolling (structural areas) **(120-6)**	1	LS	$ 9,640.00	$ 9,640.00
Site Excavation **(120-1)**	356	CY	$ 25.00	$ 8,900.00
Export Fill **(120-1)**	356	CY	$ 22.00	$ 7,832.00
Final Grade- One Time **(120-6)**	1	LS	$ 29,994.00	$ 29,994.00
Sodding **(570-1-2)**	1156	SY	$ 7.00	$ 8,092.00
TOTAL(EARTHWORK)				**$ 87,958.00**
ROADWAY WORK:				
Asphalt Paving:				
Sawcut and Connect to Existing Asphalt **(110-4-10)**	3	EA	$ 850.00	$ 2,550.00
Mill existing asphalt 1"	1,182	SY	$ 6.00	$ 7,092.00
Mill existing asphalt 1.5"	292	SY	$ 7.00	$ 2,044.00
Supoer pave Asphalt, Traffic C	20	TON	$ 225.00	$ 4,500.00
Supoer pave Asphalt, Traffic C (PG 76-22	158	TON	$ 225.00	$ 35,550.00
Friction Course, FC-5 PG 76-22	16	TON	$ 250.00	$ 4,000.00
Asphalt Paving (options)				
Optional Base Group 9 (6" SP 12.5) **(285-709)**	490	SY	$ 85.00	$ 41,650.00
Optional Base Group 11 (7" SP 12.5) **(285-711)**	92	SY	$ 90.00	$ 8,280.00
12" Compact Subgrade (98%) under Road widening for optional base group 9 and 11 (160-4)	753	SY	$ 25.00	$ 18,825.00
Concrete Curb:				
Type "F" Curb **(520-1-10)**	429	LF	$ 45.00	$ 19,305.00
Signalization				
Signalization	1	LS	$ 33,200.00	$ 33,200.00
Conduit, furnish & install, open trench	30	LF	$ 85.00	$ 2,550.00
Signal Cable - Repair/Replace/Other, F&I	245	LF	$ 90.00	$ 22,050.00
Signal Cable - Remove - Intersection	1	PI	$ 4,390.00	$ 4,390.00
Aluminum Signal Poles, Relocate	2	EA	$ 5,100.00	$ 10,200.00
Loop Assembly, F&I, Type F	2	AS	$ 6,800.00	$ 13,600.00
Concrete Sidewalk:				
4" Concrete Sidewalk (on compacted subgrade) **(522-1)**	105	SY	$ 75.00	$ 7,875.00
Detectable Warnings	26	SF	$ 40.00	$ 1,040.00
Misc.				
Adjust Valve Box	5	EA	$ 225.00	$ 1,125.00
Striping & Signage:				
Single Post Sign, Relocate	1	AS	$ 350.00	$ 350.00
Raised Pavement Marker, Type B	43	EA	$ 50.00	$ 2,150.00
Temp Striping (Per Pay Items - sheet 3)	1	LS	$ 7,786.00	$ 7,786.00
Thermoplastic Striping (Per Pay Items - sheet 3)	1	LS	$ 15,325.00	$ 15,325.00
Detectable Warnings	26	SF	$ 45.00	$ 1,170.00
TOTAL (Roadway Work)				**$ 266,607.00**
GENERAL CONDITIONS:				
Mobilization/Demobilization (101-1)	1	LS	$ 6,328.00	$ 6,328.00

NPDES Maintenence (104-10-3)	1	LS	$ 3,833.00	$	3,833.00
Silt Fence type III (single) (Sediment Barrier 104-10-3)	638	LF	$ 3.00	$	1,914.00
Tree Barricades					
Inlet Protection (104-18)	2	EA	$ 175.00	$	350.00
Tree Trimming and Root Pruning					
Construction Entrance (soil tracking prevention) (101-1)	1	EA	$ 6,800.00	$	6,800.00
Construction Layout & As-builts (101-1)	1	LS	$ 34,154.00	$	34,154.00
Traffic Control (102-1)	1	LS	$ 37,300.00	$	37,300.00
TOTAL (General Conditions)				**$**	**90,679.00**
			Total Hard Construction Cost	**$**	**493,611.00**
CONTINGENCY:					
Construction Contingency for Unforeseen	10% of total costs			$	49,361.10
TOTAL (Contingency)				**$**	**49,361.10**
TOTAL HARD COSTS				**$**	**542,972.10**

Soft Costs

Base Civil Scope

Description:	Quantity:	Unit:	Unit Cost:	TOTAL:
SOFT COSTS:				
Insurance / Professional Services:				
Insurance	0.70%	NA		$ 3,800.80
3rd Party Survey and As built (Allowance)		NA		$ 6,600.00
3rd Party Testing (Allowance)		NA		$ 4,537.50
Financing/Bond/Legal (TBD) Placeholder	Estimated			$ 75,000.00
			Total:	**$ 89,938.30**
Soft Cost Contingency for Unforeseen	10% of total costs			$ 8,993.83
			Total:	**$ 8,993.83**
Development / Construction Management Fee:				
Development / Construction Management Fee	15%	NA		$ 96,285.64
			Total:	**$ 96,285.64**
TOTAL SOFT COSTS				**$ 195,217.77**
TOTAL PROJECT COST				**$ 738,189.87**



Timothy W. Johnson, State of Florida, Professional Engineer, License #47054. This item has been digitally signed and sealed by Timothy W. Johnson on the date indicated hereon. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.
813-918-3355
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Agenda Item H.5. 11/7/2023

SUBJECT

Approve an Asset Purchase Agreement between Millennial Property Investments Corp., Blue Falcon Operations Corporation and Polk County for the sale of the Rohr Home ($5,000,000 one-time revenue)

DESCRIPTION

The County is the owner and operator of a 60-bed skilled nursing facility known as the Rohr Home located at 2120 Marshall Edwards Drive in Bartow. In late 2022, the County issued a solicitation seeking bids from licensed nursing home operators interested in purchasing and privatizing the Rohr Home to continue providing these critical services within the community.

Following unsuccessful negotiations with multiple bidders, Millennial Property Investments Corp., a Florida nonprofit corporation, submitted a Letter of Intent to the County on March 14, 2023, proposing to purchase the Rohr Home property and operations for $5,000,000. On March 17, 2023, the Board directed staff to negotiate the sale to Millennial, without further consideration of the remaining bid submittals, based on Millennial's status as a local nonprofit entity organized for the purpose of owning and, together with Blue Falcon Operations Corporation, an affiliated non-profit entity (collectively, the "Buyer"), operating skilled nursing and long-term care facilities throughout Central Florida for the promotion of community interest and welfare.

The Buyer's nursing home administrator, Daniel J. Jones, has been licensed since 2011 and has operated facilities in Polk, Orange, Brevard, Hillsborough, and Osceola counties. Mr. Jones is a Bartow native, graduated from Bartow High School in 1995, and is familiar with the local physicians, staff and community. The Buyer will have 60 days following the Effective Date of the proposed Asset Purchase Agreement to make inspections and conclude its due diligence. Closing of the transaction shall occur on the later of 30 days thereafter or 10 days following Buyer's receipt of the license approvals from the Florida Agency for Healthcare Administration. At Closing, the County will grant an ingress/egress easement to Buyer for access to the property, and the County will retain a utility easement across the property for its fiber optic line(s), both as further described in the proposed agreement.

The County Attorney, Real Estate Services Administrator, and Health and Human Services Director have reviewed the proposed Asset Purchase Agreement and recommend approval.

RECOMMENDATION

(1) Approve the Asset Purchase Agreement between Polk County, Millennial Property Investments Corp., and Blue Falcon Operations Corporation, and (2) authorize the Real Estate Services Administrator to execute, on behalf of the County, closing documents pertaining to the proposed transaction, including, without limitation, affidavits and closing statements.

FISCAL IMPACT

Net proceeds from the sale will be deposited into the General Fund.

CONTACT INFORMATION

Sandra Howard
Deputy County Attorney
863-534-6437

R. Wade Allen
Real Estate Services Administrator
863-535-2275

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "**Agreement**") is entered into effective November 7, 2023 (the "**Effective Date**"), by and among **Polk County**, a political subdivision of the State of Florida ("**Seller**"), and **Millennial Property Investments Corp**, a Florida not-for-profit corporation (the "**RE Buyer**"), and **Blue Falcon Operations Corporation**, a Florida not-for-profit corporation (the "**Operator**"). RE Buyer and Operator are hereinafter collectively referred to as the "**Buyer**"). Seller and Buyer may be referred to herein as a "**Party**" and collectively as, the "**Parties**."

RECITALS:

A. Seller is the owner and operator of that certain 60-bed skilled nursing facility commonly known as the Rohr Home, located at 2120 Marshall Edwards Drive in Bartow, Florida (the "**Facility**"), and the real and personal property associated therewith.

B. Seller provides skilled nursing and other related services to patients at the Facility (collectively, the "**Business**").

C. Subject to the terms and conditions set forth herein, (i) Seller desires to sell and assign to Buyer and Buyer desires to purchase and assume from Seller substantially all of the assets and liabilities of the Facility with RE Buyer to become the owner of the real property associated therewith and Operator to become the operator of the Facility and the owner of all personal property associated therewith.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

ARTICLE I.
PURCHASE AND SALE OF ASSETS

Section 1.01 Transfer of Assets.

(A) Upon the terms and subject to the conditions set forth in this Agreement, at the Closing (as hereinafter defined), except for the Excluded Assets (as hereinafter defined) Seller shall sell and RE Buyer or the Operator, as the case may be, shall buy, free and clear of all Claims, except for Permitted Exceptions (as hereinafter defined), all of the following assets, properties and rights associated with the Facility (collectively, the "**Purchased Assets**"):

(1) Real Property. All of Seller's right, title and interest in and to (i) the land commonly known as 2120 Marshall Edwards Drive, Bartow, Florida, as more particularly described on Exhibit A (the "**Land**"), (ii) the Facility and any and all other fixtures and improvements erected thereon, (iii) any rights of way, appendages, appurtenances, easements, sidewalks, alleys, gores or strips of land adjoining or appurtenant to the Land or any portion thereof and used in conjunction therewith, (iv) any development rights appurtenant to the Land or any portion thereof, including without limitation all leaseholds and subleaseholds therein, improvements, fixtures and fittings thereon, and easements, rights-of-way and other appurtenants thereto and improvements erected thereon (collectively, the "Real Property"), which shall include, without limitation, the existing parking lot adjacent to the Facility; and

(2) Personal Property. All right, title and interest to the other assets of Seller used in the operation of the Business (collectively, the "**Other Property**"), including without limitation:

(a) the tangible personal property (including all furniture, fixtures and equipment, machinery, manufactured and purchased parts, medical supplies and equipment) which is located within the Facility as of the Effective Date, including, but not limited to, the material tangible personal property set forth on Schedule 1.01(A)(2)(a), but specifically excluding the Excluded Assets (defined hereinafter), and any goodwill of Seller associated with the Business;

(b) The rights of Seller in and to the Assumed Contracts (as defined in Section 4.12(B);

(c) To the extent assignable by Seller, all licenses, permits, certificates of authority, certificates of need, registrations, accreditations, and certificates of occupancy issued by any Governmental Authority relating to the use, maintenance or operation of the Facility, running to, or in favor of, Seller, including, as more fully set forth on Schedule 1.01(A)(2)(c) (the "**Governmental Authorizations**");

(d) All consumable inventories of every kind and nature whatsoever (specifically including, but not limited to, all pharmacy supplies, nursing supplies, medical supplies, housekeeping supplies, laundry supplies, maintenance supplies, office supplies, dietary supplies, other supplies and food) located at the Facility and used solely in connection with the operation of the Business as currently conducted (the "**Supplies**"), which Supplies shall be in a quantity sufficient to allow for the orderly operation of the Business for a period of thirty (30) days after the Closing based upon average consumption of the Supplies over the twelve (12) months prior to Closing;

(e) To the extent assignable by Applicable Law, the Provider Agreements (as defined below);

(f) All existing agreements with residents and any guarantors thereof, to the extent assignable by Seller, provided that Seller shall retain any rights against the residents and any guarantors, and the residents and guarantors shall not be released from any obligations such parties owe to Seller to the extent that the same relate to the period prior to the Closing Date (as defined in Section 7.01) and

(g) All of the books, records (including all current resident and employee records in the form located at the Facility on the Closing Date), policies and procedures manuals, accounts, files, logs, ledgers and journals pertaining to or used in the operation of the Facility, including, but not limited to, employee records, and resident records, howsoever stored, including any electronic data stored on computer disks or tapes, and originals of any of the foregoing that relate to the Facility, to the extent that Seller has retained any such originals, except as otherwise provided herein (collectively, the "**Facility Records**"); and

(h) All comprehensive emergency management plans and any manuals used in connection therewith, including, without limitation life safety plans required by federal and state governmental authorities.

(B) Notwithstanding anything to the contrary contained in this Agreement, the assets of Seller listed on Schedule 1.01(B) shall not be transferred to Buyer and shall not constitute Purchased Assets (collectively, the "**Excluded Assets**").

(C) Seller shall transfer title to the Real Property to RE Buyer pursuant to a statutory county deed in substantially the form attached hereto as Exhibit B (the "**Deed**"), an Assignment and Assumption Agreement in substantially the form attached hereto as Exhibit C (the "**RE Assignment and**

Assumption Agreement"), and a Bill of Sale in substantially the form attached hereto as Exhibit D (the "**RE Bill of Sale**"), and such other documents and instruments as RE Buyer or its counsel may reasonably request. The Deed shall be subject only to (i) liens or other encumbrances for real estate taxes and assessments not yet due and payable; (ii) easements, rights of way, restrictions and other similar rights or conditions of record that do not materially interfere with the operation of the Business as currently conducted, including, without limitation, a utility easement for fiber optic cable in favor of the County to be granted at Closing and as more fully described on Schedule 1.01(C); (iii) the rights of residents pursuant to their occupancy agreements; (iv) applicable zoning and use laws and regulations to the extent the same are not violated by the improvements located at the Real Property as of the Closing Date (collectively, the "**Permitted Exceptions**").

(D) Seller shall transfer the Other Property to the Operator pursuant to an Assignment and Assumption Agreement in substantially the form attached hereto as Exhibit E (the "**Operations Assignment and Assumption Agreement**"), and a Bill of Sale in substantially the form attached hereto as Exhibit F (the "**Operations Bill of Sale**"), and such other documents and instruments as the Operator or its counsel may reasonably request.

(E) At any time and from time to time after the Closing Date, at the reasonable request of Buyer and without further consideration, Seller shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation as may be reasonably requested in order to more effectively transfer, convey and assign to Buyer and to confirm Buyer' title to the Purchased Assets.

(F) **EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT, IT IS EXPRESSLY AGREED THAT THE BUYER ACCEPTS THE FACILITY, THE PURCHASED ASSETS, AND ANY OTHER ASSET, PROPERTY, OR RIGHT TRANSFERRED BY SELLER TO THE BUYER, "AS IS, WHERE IS, AND WITH ALL FAULTS" AS OF THE CLOSING DATE. EXCEPT FOR THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER HAS NOT MADE ANY REPRESENTATION OR WARRANTY REGARDING ANY OF THE FOREGOING ASSETS, PROPERTIES AND RIGHTS OR ANY OTHER MATTER REGARDING OR RELATING TO THE TRANSACTIONS CONTEMPLATED HEREBY.**

Section 1.02 Purchase Price. In consideration for the transfer of the Purchased Assets, upon the terms and subject to the conditions set forth in this Agreement, the aggregate purchase price to be paid by Buyer for the Purchased Assets shall be Five Million and No/100 Dollars ($5,000,000.00) (the "**Purchase Price**"), all of which shall be paid by Buyer as follows:

(A) Deposit. Within two (2) business days following the execution of this Agreement, Purchaser shall deliver to Peterson & Myers, P.A., Attn: Michael J. Kincart, Esq. ("**Escrow Agent**"), as escrow agent, an earnest money deposit in the amount of Fifty Thousand and No/100 Dollars ($50,000.00) (the "**Deposit**"). The Deposit shall be held by the Escrow Agent and shall be released to Seller and credited towards the Purchase Price at Closing.

(B) Balance of the Purchase Price. The balance of the Purchase Price, as adjusted pursuant to this Agreement, shall be deposited in escrow with the Escrow Agent by wire transfer of immediately available funds no less than ten (10) days prior to the Closing Date and released to Seller at the Closing.

Section 1.03 Allocation of Purchase Price. The Purchase Price shall be allocated among the Purchased Assets purchased hereunder as set forth on Schedule 1.03, which shall be determined by Buyer and attached hereto prior to the Closing Date, provided that nothing set forth therein violates any rights or

obligations of Seller. RE Buyer and Operator shall duly and timely file Form 8594 with its appropriate tax returns. The Parties acknowledge and agree that Seller is a governmental entity and does not pay taxes.

Section 1.04 Taxes, Fees and Expenses Associated with Transfer of the Assets. Each Party shall bear its own expenses incurred in connection with the negotiation and preparation of this Agreement and with the transactions contemplated by this Agreement including, without limitation, due diligence and costs of counsel. Seller shall be responsible for and shall pay one hundred percent (100%) of: (a) all applicable conveyance fees, state and county transfer taxes, recordation taxes and all other similar taxes arising out of the consummation of the transactions contemplated hereby, if any, and fifty percent (50%) of: (x) the cost to issue the title commitments and exam fees and the owner's title policy premium, which shall not exceed the maximum rate permitted under Florida law, and (z) the escrow fee. Buyer shall pay one hundred percent (100%) of (a) any due diligence including the cost of any environmental reports, surveys, zoning reports, or any other reports that RE Buyer orders, (b) any extended coverage and endorsements to the owner's policy of title insurance (other than a mechanic's lien endorsement relating to mechanic's liens that were created during the period that Seller owned the Land, if applicable, which shall be paid by Seller), (c) any lender's policy of title insurance, including the premium and extended coverage and endorsements thereto, and (d) costs to record the Deed, and fifty percent (50%) of (i) the escrow fee, and (ii) the cost to issue the title commitments and exam fees and the owner's title policy premium, which shall not exceed the maximum rate permitted under Florida law. Except as set forth in this Section 1.04, Buyer and Seller shall each pay its own costs incurred in connection with the transactions contemplated herein, including all attorneys' fees and due diligence expenses.

Section 1.05 Expense and Deposit Prorations.

(A) All expenses arising from the operation of the Business, including, without limitation, franchise permit fees or "bed taxes," employee wages, salaries and accrued paid time off benefits, telephone expenses and utility charges shall be apportioned between Buyer and Seller as of the Effective Time (as defined in Section 7.01), in accordance with the principle that Seller shall be responsible for all expenses and obligations arising from the conduct of the business or ownership of the Facility before such time, and Buyer shall be responsible for all expenses and obligations arising from the conduct of the Business or ownership of the Facility after such time. In general, such apportionments shall be made so as to reimburse Seller for prepaid expense items and to charge Seller for any taxes or expenses that become due on or after the Closing Date to the extent that the same are attributable to periods before the Closing Date. The intent of this provision shall be implemented by Buyer remitting to Seller any invoices to the extent that the same reflect a service provided before the Closing Date and by Buyer assuming responsibility for the payment of any invoices which reflect a service provided or delivery date on and after the Closing Date.

(B) Buyer shall allow Seller to have access to the Facility's business office manager during normal business hours after the Closing Date and upon reasonable advance written notice to, among other things, facilitate the completion by Seller of its accounting and financial close for the month prior to the Closing Date and for Seller's fiscal year, and other financial/accounting related services related to the operation of the Facility by Seller prior to the Closing Date, provided that Seller shall exercise such access rights on terms which do not unreasonably interfere with the ability of the business office manager to perform his/her duties for Buyer from and after the Closing Date. Seller shall be responsible for any actual, out of pocket costs incurred by Buyer associated with its granting such access post-Closing. Seller's notice shall identify in reasonable detail the records and other information, if any, that Seller is seeking. For the avoidance of doubt, Buyer's actual, out-of-pocket costs do not include expenses that Buyer would otherwise incur such as, by way of example and not limitation, the business office manager's salary.

ARTICLE II.
REPRESENTATIONS AND WARRANTIES OF SELLER

As an inducement to Buyer to enter into this Agreement and to consummate the transactions contemplated hereby, Seller represents and warrants to Buyer as follows, all with respect only to the Facility and the Business and not with respect to any of Seller's other operations:

Section 2.01 Organization and Qualification of Seller. Seller is a political subdivision of the State of Florida validly existing and in good standing under the laws of the State of Florida.

Section 2.02 Power and Authority. Seller has full power and authority to own and hold its properties and to carry on its business as now conducted. Seller (a) has full power and authority to execute, deliver and perform this Agreement (including the Exhibits and Schedules hereto) and execute and deliver the other documents and instruments required of Seller as contemplated hereby (collectively, the "**Seller Documents**") and to consummate the transactions contemplated hereby and thereby and (b) has taken all necessary action to authorize and approve the execution, delivery and performance of this Agreement and the other Seller Documents and the consummation of the transactions contemplated hereby and thereby. This Agreement and the other Seller Documents have been duly and validly executed and delivered by Seller and constitute valid and binding obligations of Seller, enforceable against each of them in accordance with their terms.

Section 2.03 Validity, Etc. Neither the execution and delivery of this Agreement or the other Seller Documents, the consummation of the transactions contemplated hereby or thereby, nor the performance of this Agreement or the other Seller Documents and such other agreements in compliance with the terms and conditions hereof and thereof by Seller will: (i) violate, conflict with or result in any breach of any trust agreement, Certificate of Formation, bylaw, judgment, decree, ordinance, order, statute or regulation applicable to Seller; (ii) violate, conflict with or result in a breach, default or termination or give rise to any right of termination, cancellation or acceleration of the maturity of any payment date of any of the obligations of Seller or increase or otherwise affect the obligations of Seller under any law, rule, regulation or any judgment, decree, order, governmental permit, license or order or any of the terms, conditions or provisions of any mortgage, indenture, note, license, agreement or other instrument or obligation related to Seller or to any of abilities to consummate the transactions contemplated hereby or thereby, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been or will be obtained in writing prior to the Closing Date and provided to Buyer; (iii) violate any order, writ, injunction, decree, statute, ordinance, rule or regulation applicable to Seller; or (iv) result in the creation of any Claim upon the Business or the Purchased Assets.

Section 2.04 Financial Statements. Seller has furnished to Buyer the (a) Facility-specific schedules to Seller's financial statements of Seller at and for the fiscal years ended September 30, 2021 and September 30, 2022 (collectively, the "**Annual Financial Statements**"); and (b) the internally prepared facility specific trial balance of Seller as of August 31, 2023 (the "**Interim Balance Date**") and such trial balance (the "**Interim Balance**"). The Annual Financial Statements have been prepared in accordance with generally accepted accounting principles ("**GAAP**") for governmental agencies or political subdivisions of a state, consistently applied, and were prepared from the books and records of Seller. Such books and records are complete and correct in all material respects, accurately reflect all transactions of Seller, and have been made available to Buyer for examination. The Annual Financial Statements fairly present in all material respects the financial position of Seller as of the dates thereof and the results of its operations for the periods ended on the dates thereof. Since the Interim Balance Date, (i) there has been no change in the assets, liabilities or financial condition of the assets of Seller except for changes in the ordinary course of Business as currently conducted, and (ii) none of the business, financial condition, operations, property or

affairs of Seller has been materially, adversely and permanently affected as a result of COVID-19 infections within the Facility.

Section 2.05 Employment and Labor Matters. Except as set forth on Schedule 2.05, Seller is not a party to any collective bargaining agreement, employment agreement or other labor contract, and there are no pending or, to Seller's Knowledge, threatened labor disputes at the Facility including, but not limited to, any strike, slowdown, picketing, work stoppage, organizational activities or employee grievance process affecting the Facility. Seller has complied in all material respects with all Applicable Laws governing wage, hour, payroll and all other employment and labor matters. No Current Employee has any right to acquire or encumber any of the Purchased Assets. To Seller's Knowledge, no activity of any employee at a Facility as or while an employee of such Facility has caused a violation of any employment contract, confidentiality agreement, patent disclosure agreement or other contract to which such employee was a party. Schedule 4.05 lists all Current Employees, as defined below, of Seller in the Business on the date hereof, along with the amount of the current annual salaries and total compensation paid or due for services to each employee for the most recent fiscal year-end and the year-to-date, and a full and complete description of any commitments to or contracts with such Facility Employees with respect to compensation payable thereafter, if any.

Section 2.06 Real Property.

(A) As of the Closing, Seller will have good and marketable fee simple title to the Real Property, free and clear of all mortgages, liens, defects, encumbrances, conditions, exceptions, restrictions or other matters affecting title, subject only to the Permitted Exceptions.

(B) There are no pending or, to Seller's Knowledge, threatened condemnation actions or special assessments of any nature with respect to the Real Property.

(C) Seller has not received notice of, and Seller has no Knowledge of, any pending or contemplated change in any regulation or private restriction applicable to the Real Property or any part thereof, any pending or threatened judicial or administrative action, any action pending or threatened by adjacent landowners or other persons, or of any natural or artificial condition not disclosed to Buyer in writing, materially and adversely affecting the Real Property or any part thereof.

(D) There are no unpaid bills for services, labor or materials furnished to the Real Property or the Facility or any portion thereof which will remain unpaid as of the Closing Date.

(E) Seller is not a foreign person, as that term is defined in Section 1445 of the Internal Revenue Code of 1986, as amended (the "**Code**") and the applicable regulations.

(F) To Seller's Knowledge, Seller has not violated, in connection with the use, ownership, maintenance or operation of the Real Property and the conduct of the Business, any applicable federal, state, county and local statutes, laws, regulations, rules, ordinances, codes, standards, guidelines, or orders, as now in effect, relating to use, enjoyment, or access to the Real Property (including any improvements thereon) by persons with a disability, or to discrimination of such persons, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 *et. seq.;* and the Fair Sellers Act of 1968, 42 U.S.C. 3601 *et seq.* There are no life safety code waivers currently in effect at the Facility.

Section 2.07 Powers of Attorney; Absence of Limitations on Competition, Guarantees. No power of attorney or similar authorization given by Seller which relates to the ownership or operation of the Facility or Land will remain in effect as of the Closing. No contract or agreement to which Seller's

properties or assets are subject limits the freedom of Seller or any successor in title thereto to compete in any line of business or with any Person.

Section 2.08 Governmental Approvals. Except as set forth on Schedule 2.08 or as otherwise expressly set forth herein, no registration or filing by Seller with, or consent or approval of or other action by, any Governmental Authority is or will be necessary for the valid execution, delivery and performance by Seller of this Agreement. Seller expressly agrees to provide its reasonable assistance to Buyer in connection with all applications and permits required by the Florida Agency for Health Care Administration ("AHCA") or any other Governmental Authority, provided that Buyer shall reimburse Seller for any actual, out of pocket expenses (excluding salaries of county employees) and costs that Seller may incur in the course of providing such assistance.

Section 2.09 Health Care Representations.

(A) Seller owns and/or possesses, and holds free from restrictions or conflicts with the rights of others, all material licenses, permits, certificates, accreditations, and other approvals required by a Governmental Authority for the operation of the Facility and will operate or cause the Facility to be operated in such a manner that such licenses shall remain in full force and effect. All material licenses and accreditations applicable to the business conducted at the Facility are set forth on Schedule 2.09(A). No proceeding is pending or, to Seller's Knowledge, threatened, seeking the revocation or limitation of any such license or accreditation. Seller has not received any notice from any Governmental Authority, accrediting body, or other applicable authority of (a) any violation, non-renewal, suspension or revocation of any such licenses or accreditations that has not been dismissed or cured, or (b) any failure by Seller to obtain any material licenses or accreditations required by any Applicable Law for the ownership, maintenance, use, occupancy or operation of the Facility as currently owned or operated.

(B) Except as disclosed on Schedule 2.09(B), to Seller's Knowledge, there are no outstanding inspections, surveys, or plans of correction, and no deficiencies exist in respect of any such inspections, surveys or plans of correction, nor has Seller been cited in the last two (2) years for substandard quality of care. There are no implemented bans, remedies, sanctions, prohibitions on payment, or limitations in effect with respect to the Facility, and no action has been taken or, to Seller's Knowledge, recommended, nor, to Seller's Knowledge, is there any basis for any action, by any Governmental Authority, either to revoke, withdraw or suspend its license to operate the Facility or to terminate or decertify any participation of the Facility in the Medicare or Medicaid programs. All survey deficiencies or other matters disclosed on Schedule 2.09(B) which can be corrected prior to the Closing Date will be corrected by Seller prior to the Closing Date, and Seller shall remain responsible for and, subject to Article IX, shall indemnify Buyers from the costs of any repairs or replacements required to correct any survey deficiencies and fines resulting from any survey deficiencies, as well as any monetary penalties of any type whatsoever relating to the operation of the Facility prior to the Closing Date or other matters discussed on Schedule 2.09(B) that are not corrected prior to the Closing Date and incurred prior to the Closing Date.

(C) The Facility is certified for participation in the Medicare and Medicaid programs and Seller has a provider agreement with each such government reimbursement program (collectively, the "**Provider Agreements**"). Except as identified on Schedule 2.09(C), all licensed beds at the Facility are dually Medicare and Medicaid certified. The Facility is in material compliance with the conditions of participation and conditions for coverage of the government reimbursement programs and with the terms, conditions, and provisions of the Provider Agreements. The Provider Agreements are each in full force and effect, and Seller does not have any knowledge of any fact or circumstance that would cause any such Provider Agreement not to remain in force or be renewed on and after Closing. Attached hereto on Schedule 2.09(C) is a true, correct, and complete list of all Medicaid and Medicare Provider Numbers (the "**Provider Numbers**") in the name of Seller, the Facility, or as otherwise specified which are currently used in

connection with the operation of the Facility. The Provider Numbers are active with CMS, the applicable Governmental Authority of the state where the Facility is located, and any other applicable Governmental Authority. There is no proceeding, audit, investigation or survey pending or, to Seller's Knowledge, threatened, involving any of the government reimbursement program or any other third-party payor programs, with respect to the Facility, and Seller has no reason to believe that any such proceedings, audits, investigations, or surveys are pending, threatened, or imminent.

(D) Neither Seller nor, to Seller's Knowledge, any current member, officer, director, or to Seller's Knowledge, employee of Seller has been (i) sanctioned pursuant to the Anti-Kickback Statute (42 U.S.C. §§1320a-7a or 1320a-8), the False Claims Act (31 U.S.C. §3729 et seq.), the Stark Law (42 U.S.C. §1395nn), or the regulations promulgated pursuant to such statutes, or any related or similar federal, state or local statutes or regulations governing referrals, fraud, waste, and abuse in the healthcare industry ("**Health Care Fraud and Abuse Laws**"); or (ii) convicted of a criminal offense under the Health Care Fraud and Abuse Laws. There are no pending or, to Seller's Knowledge, threatened Healthcare Fraud and Abuse Law investigations, proceedings, or actions (including any civil investigative demand, subpoena, or self-disclosure) involving Seller, any current member, officer, director or employee of Seller, or the Facility. Other than as set forth on Schedule 2.09(D), Seller has not received, within the last three (3) years, any notice (i) of the commencement of any proceeding under the Health Care Fraud and Abuse Laws or (ii) that the Facility, Seller, and/or any officer, director or employee of Seller is under investigation or involved in proceedings regarding the Health Care Fraud and Abuse Laws, including as a result of a self-disclosure. Seller and all agreements, arrangements, and operations of the Facility, have at all times been in material compliance with all of the Health Care Fraud and Abuse Laws.

(E) Neither Seller nor, to Seller's Knowledge, any current director, officer, or managing employee of Seller, is or has been party to a corporate integrity agreement, corporate compliance agreement, or other settlement agreement with the OIG, CMS, the United States Department of Justice, the applicable licensing and certification authority or authorities of the State in which the Facility is located (collectively, the "**Health Department**"), or any state Attorney General, as a result of an alleged violation of any Applicable Law. Neither Buyer nor to their knowledge any current director, officer, contractor, vendor, or employee of Buyer is listed on the OIG List of Excluded Individuals and entities, or has been suspended, excluded, or otherwise limited from participating in the Medicare program, Medicaid program, or any other government reimbursement program.

(F) Neither Seller (including its officers and directors), the Facility, nor to the Knowledge of Seller, any current contractor, vendor, or employee of Seller or the Facility is listed on the OIG List of Excluded Individuals and Entities, any state Medicaid suspension or exclusion list, or has been suspended, excluded, or otherwise limited from participating in any government healthcare programs within the last twenty-four (24) months. Seller conducts, in the normal course of business, upon hiring or engagement and monthly thereafter, searches of the Office of Inspector General of the United States Department of Health and Human Services' List of Excluded Individuals/Entities, nurse aide registry, child abuse and neglect registry, sex offender registry, motor vehicle record check, as applicable, and any other database checks to the extent required by any governmental requirement to confirm that its employees, independent contractors, consultants, and any other Persons providing services to the Facility are not currently excluded, debarred or otherwise ineligible to participate in programs administered by any Governmental Authority.

(G) Except as disclosed on Schedule 2.09(G), Seller's billing practices with respect to all third-party payors have been in material compliance with applicable laws, regulations and policies of such third-party payors, and neither Seller nor the Facility has been subject to any audit which revealed fraudulent Medicare or Medicaid procedures or practices within the prior five (5) years. The Business has not had any third-party payor agreement terminated within the past five (5) years. Neither Seller nor the

Business has billed or received any payment or reimbursement in excess of amounts allowed by law, except as disclosed to Buyer on Schedule 2.09(G). There is no audit, proceeding or investigation (except for medical reviews or claim reviews in the ordinary course of business) pending or, to Seller's Knowledge, threatened against either Seller or the Facility, involving any other third-party payor programs, including as a result of a self-disclosure.

(H) Except as disclosed on Schedule 2.09 (H), Seller has complied with all restrictions regarding the confidentiality, maintenance, use and disposal of any and all protected health information as defined in the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") and patient charts under all applicable legal requirements in connection with the operation of the Facility, including, without limitation, the requirements of HIPAA, the Health Information Technology for Economic and Clinical Health Act, and any business associate agreements entered into by Seller in connection therewith (each, a "Business Associate Agreement"). No "security incidents" or "breaches" (as such terms are defined in HIPAA) with respect to the Facility have occurred within the past six (6) years. To Seller's knowledge, there have been no breaches by any Person who has acted as a business associate, as defined by HIPAA, of Seller ("Business Associate") of any Business Associate Agreement or any violation by a Business Associate of HIPAA.

Section 2.10 Compliance with Law; Licenses and Permits.

(A) Without duplication of the other representations and warranties set forth herein, and except as disclosed on Schedule 2.10(A), Seller is in material compliance with all requirements of Applicable Law applicable to it, its operations, properties, assets, products and services. Seller has not received any notice or other communication (whether oral or written) from any Governmental Authority or any written communication from any other Person in connection with the Facility regarding (i) any actual, alleged, possible or potential violation of, or failure to comply with any requirement of Applicable Law, or (ii) any actual, alleged, possible or potential obligation on the part of Seller to undertake, or to bear all or any portion of the cost of, any remedial action of any nature.

(B) There is no existing requirement of Applicable Law, and, except for the requirement for COVID-19 vaccinations for employees of skilled nursing facilities and certain other providers participating in the Medicaid and Medicaid programs, Seller has no Knowledge of any proposed legal requirement which would prohibit or materially restrict Buyer from, or otherwise materially adversely affect Buyer in, conducting the Business in the manner heretofore conducted by Seller.

Section 2.11 Benefit Plans.

(A) As a county organized and existing under the laws of the State of Florida, Seller's employees are eligible to participate in certain plans and programs administered by the State of Florida and/or the Florida Retirement System including, without limitation, any of the following: (i) any "employee welfare benefit plan" or "employee pension benefit plan"; "multiemployer plan"; (ii) any retirement or deferred compensation plan, unemployment compensation plan, vacation pay, severance pay, bonus or benefit arrangement, insurance or hospitalization program or any other fringe benefit plans, as that term is defined in Section 6039D(d) of the Code (collectively, the "**State Employee Plans**"). Under no circumstances will any Buyer have any liability with respect to any State Employee Plan. Buyer acknowledges that Retained Employees will no longer be eligible to participate in any State Employee Plan after the Closing and that Buyer will, therefore, have to arrange equivalent plans if it wishes for Retained Employees to have such benefits on and after the Closing Date.

(B) Except as set forth on Schedule 2.11(B), none of the State Employee Plans promises or provides medical, life or other welfare benefits to any current or future retired employees, managers, members, directors or consultants (or any spouse or dependents thereof).

(C) Seller has complied in all material respects with the notice and continuation coverage requirements of Section 4980B of the Code and the regulations thereunder with respect to each Employee Plan that is a group health plan within the meaning of Section 5000(b)(1) of the Code. Each Employee Plan that is a group health plan is in material compliance with the Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act, to the extent applicable.

Section 2.12 Fixed Assets. Seller has good and marketable title to all of its fixed assets, free and clear of all Claims except for Permitted Exceptions. To Seller's Knowledge, all of such fixed assets are in good working order, normal wear excepted, and are sufficient to operate the Business as currently conducted in accordance with all applicable Laws and Seller's past practice.

Section 2.13 Insurance. Seller is, and will be through the Closing Date, self-insured in respect of its properties, assets and businesses, which insurance will remain in full force and effect with respect to all events occurring prior to the Closing Date. Prior to Closing, in the event Seller's general or professional liability insurance policy(ies) was maintained on a "claims made" basis, Seller will obtain "tail" insurance coverage, which may be provided by the same insurer as currently provides the current insurance coverage for the Facility, converting the current insurance for the Facility to a claims basis policy with an extended reporting period ending no sooner than the third (3rd) anniversary of the Closing (the "**Tail Insurance Coverage**"). Seller has not received notice of cancellation or non-renewal of any such policy or binder and is not aware of any threatened or proposed cancellation or non-renewal of any such policy or binder.

Section 2.14 Outstanding Contracts.

(A) Schedule 2.14 sets forth a list of all existing material contracts, agreements, leases, commitments, security deposits, licenses and franchises, to which Seller is a party or which are otherwise material to the Business or the Facility (collectively "**Material Contracts**"), whether written or oral. Seller has delivered or made available to (or will deliver or make available to Buyer pursuant to Section 4.12 hereof) Buyer true, correct and complete copies of all of the Material Contracts which are listed on Schedule 2.14. For those Material Contracts that are not in writing, if any, Schedule 2.14 sets forth a summary of the key terms and counterparties. All of the Material Contracts are in full force and effect and enforceable in accordance with their terms, except to the extent that the enforceability thereof may be subject to or affected by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, or other laws relating to or affecting the rights of creditors generally. Except as set forth on Schedule 2.14, Seller and, to Seller's Knowledge, each other Party thereto has materially performed all the obligations required to be performed by it. Seller has received no written notice of default under such contracts and to the Knowledge of Seller, is not in default (with due notice or lapse of time or both) under any of the Material Contracts.

Section 2.15 Intangible Property. Except for "off the shelf" commercial software acquired by Seller in the ordinary course of business, Seller owns the entire right, title and interest in and to all intangible property used in the operation of the Business as currently conducted (collectively, "**Intangible Property**"). There have not been in the past two (2) years and are currently no pending or, to Seller's Knowledge, threatened proceedings or litigation or other adverse Claims affecting or with respect to the Intangible Property. To Seller's Knowledge, there is no reasonable basis upon which a Claim may be asserted against Seller for infringement of any domestic or foreign letters patent, patents, patent applications, patent licenses and know-how licenses, trade names, trademark registrations and applications, common law trademarks, service marks, service mark registrations or applications, copyrights, copyright registrations or applications,

trade secrets or other confidential proprietary information in connection with its use of the Intangible Property.

Section 2.16 Taxes. Seller is a governmental entity and it is not subject to taxation. Seller has made all required governmental filings with respect to taxes, if any.

Section 2.17 Litigation. Except as set forth on Schedule 2.17, there is no: (i) Claim pending or, to Seller's Knowledge, threatened against or affecting the Business or, to Seller's Knowledge, the Facility (whether or not Seller is a Party or prospective Party thereto), at law or in equity, or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, including, without limitation, Claims under the False Claims Act (31 U.S.C. § 3729 *et seq.);* (ii) arbitration proceeding pending relating to Seller; or (iii) governmental inquiry pending or threatened against or involving Seller which relates to the Business. There are no outstanding orders, writs, judgments, injunctions or decrees served upon Seller by any court, Governmental Authority or arbitration tribunal against Seller which would affect the ability of Seller to consummate the transactions contemplated by this Agreement. Seller is not in default with respect to any order, writ, injunction or decree served upon it from any court or of any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign which would prevent Seller from timely consummating the transactions contemplated by this Agreement and, to Seller's Knowledge, there are no facts or circumstances which would be reasonably likely to give rise to any such action.

Section 2.18 Environmental Matters.

(A) Laws and Hazardous Substances. For purposes of this Agreement, the term "**Environmental Law(s)**" shall mean any federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Substance, as now or at any time hereafter in effect. For purposes of this Agreement, the term "**Hazardous Substance(s)**" shall have the meaning ascribed in any Environmental Law to any hazardous, toxic or dangerous waste, substance, pollutant or material, whether liquid, solid or gaseous, and in any event shall include all substances identified or characterized as "hazardous substances," "hazardous wastes," "pollutants," or "contaminants" in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601 *et seq.* and the regulations promulgated thereunder (as amended from time to time); the Clean Air Act, 42 U.S.C. 7401, *et seq.* and the regulations promulgated thereunder (as amended from time to time); the Resource, Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.* and the regulations promulgated thereunder (as amended from time to time); or the Oil Pollution Act of 1990, 33 U.S.C. 2701 *et seq.* and the regulations promulgated thereunder (as amended from time to time); any other material, waste, pollutant, contaminant or substance designated as hazardous, toxic or dangerous by Congress or by the United States Environmental Protection Agency (EPA) or by any federal, state, or local statute, law, code, ordinance, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous material, waste, pollutant, contaminant or substance, as such statutes, laws, ordinances, codes, rules, regulations or decrees are now or at any time hereafter in effect; and oil, oil waste, and used oil as those terms are defined in the Clean Water Act, 33 U.S.C. 1251 *et seq.* and the regulations promulgated thereunder (as amended from time to time).

(B) Compliance with Environmental Laws. Except as otherwise disclosed in any third party written report provided to Buyer, to Seller's Knowledge, Seller has not violated any Environmental Laws in any material manner, in connection with the use, ownership, lease, maintenance or operation of the Real Property or the conduct of the Business as currently conducted. Any and all permits, licenses or approvals required by any Environmental Law pertaining to the Real Property or the Business as currently conducted are listed hereto in Schedule 2.18(B).

(C) Absence of Hazardous Substances. Except as otherwise provided in any third party report provided to Buyer or as set forth on Schedule 2.18(C), to Seller's Knowledge, Seller has never caused or permitted any Hazardous Substance to be placed, held, located or disposed of on, under or at the Real Property nor any part thereof in violation of any Environmental Law and neither the Real Property nor any part thereof has ever been used by Seller or by any other person as a dump site or storage site, whether permanent or temporary, for any Hazardous Substance, excepting only the storage and use of small quantities of commercially available cleaning products which contain Hazardous Substances, which use and storage have been in compliance with all Environmental Laws.

(D) Absence of Litigation. Seller is not a Party to any litigation or administrative proceeding, nor, to Seller's Knowledge, is any litigation or administrative proceeding threatened against Seller or the Land, which in either case asserts or alleges that: (i) Seller violated any Environmental Law; (ii) Seller is required to clean up or take other response action due to the release or threatened release or transportation of any Hazardous Substance; or (iii) Seller is required to pay all or a portion of the cost of any past, present or future cleanup, removal or remediation or other response action which arises out of or is related release or threatened release or transportation of any Hazardous Substance.

(E) Tanks. Except as otherwise disclosed in any third party written report provided to Buyer, to Seller's Knowledge, there are not now, nor have there ever been, tanks or other facilities on, under, or at the Real Estate which contained materials which, if known to be present in soils or groundwater, would require cleanup, removal or some other remedial action.

(F) Medical Waste. Except as otherwise disclosed in any third party written report provided to Buyer, to Seller's Knowledge, Seller's operations at the Facility are in compliance with the Medical Waste Laws. For purposes of this section "Medical Waste Law" means the following, including regulations promulgated and orders issued thereunder, all as may be amended from time to time: the Medical Waste Tracking Act of 1988, 42 U.S.C. § 6992, *et seq.* ("MWTA"), the U.S. Public Vessel Medical Waste Anti-Dumping Act of 1988, 33 U.S.C. § 2501 *et seq.,* the Marine Protection, Research, and Sanctuaries Act of 1972, 33 U.S.C. § 1401 *et seq.,* the Occupational Safety and Health Act, 29 U.S.C. § 651 *et seq.,* the United States Department of Health and Human Services, National Institute for Occupations Self-Safety and Health Infectious Waste Disposal Guidelines, Publication No. 88-119, and any other federal, state, regional, county, municipal, or other local laws, regulations, and ordinances insofar as they purport to regulate Medical Waste, or impose requirements relating to Medical Waste. For purposes of this section "Medical Waste" includes, but is not limited to: (a) pathological waste; (b) blood; (c) sharps; (d) wastes from surgery or autopsy; (e) dialysis waste, including contaminated disposable equipment and supplies; (f) cultures and stocks of infectious agents and associated biological agents; (g) isolation wastes, (i) equipment contaminated by exposure to any of the foregoing; (j) laboratory waste; (k) various other biological waste and discarded materials contaminated with or exposed to blood, excretion, or secretions from human beings; and (l) any substance, pollutant, material, or contaminant listed or regulated under the Medical Waste Laws, and applicable state law.

Section 2.19 Broker's or Finder's Fees. No agent, broker, person or firm acting on behalf of Seller is, or will be, entitled to any commission or broker's or finder's fees from Seller or from any person controlling, controlled by or under common control with Seller in connection with any of the transactions contemplated herein.

ARTICLE III.
REPRESENTATIONS AND WARRANTIES OF THE BUYERS

As an inducement to Seller to enter into this Agreement and to consummate the transactions contemplated hereby, Buyer represent and warrant to Seller as follows:

Section 3.01 Organization. Each Buyer is a not for profit corporation, duly organized, validly existing and in good standing under the laws of its jurisdiction of organization.

Section 3.02 Corporate Power and Authority. Each Buyer has full power and authority to own and hold its properties and to carry on its business as now conducted. Each Buyer (a) has full power and authority to execute, deliver and perform this Agreement (including the Exhibits and Schedules hereto) and execute and deliver the other documents and instruments required of such Buyer as contemplated hereby (collectively, the "**Buyer Documents**", and together with the Seller Documents, the "**Documents**") and to consummate the transactions contemplated hereby and thereby and (b) has taken all necessary corporate action to authorize and approve the execution, delivery and performance of this Agreement and the other Buyer Documents and the consummation of the transactions contemplated hereby and thereby. This Agreement and the other Buyer Documents have been duly and validly executed and delivered by each Buyer and constitute valid and binding obligations of each Buyer, enforceable against each of them in accordance with their terms.

Section 3.03 Validity, Etc. Neither the execution and delivery by Buyer of this Agreement and the other Buyer Documents, the consummation by Buyer of the transactions contemplated hereby or thereby, nor the performance by Buyer of this Agreement and such other agreements in compliance with the terms and conditions hereof and thereof will: (i) violate, conflict with or result in any breach of any trust agreement, articles of organization, operating agreement, judgment, decree, order, statute or regulation applicable to Buyer; (ii) violate, conflict with or result in a breach of or default (or give rise to any right of termination, cancellation or acceleration) under any law, rule or regulation or any judgment, decree, order, governmental permit, license or order or any of the terms, conditions or provisions of any mortgage, indenture, note, license, agreement or other instrument to which any Buyer is a Party; or (iii) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Buyer.

Section 3.04 Litigation. Except as set forth on Schedule 3.04, there is no: (i) Claim pending or, to Buyer's Knowledge, threatened against or affecting the either Buyer or their respective properties and interests at law or in equity, or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, including, without limitation (1) arbitration proceeding; or (2) governmental inquiry pending or threatened against or involving Buyer. There are no outstanding orders, writs, judgments, injunctions or decrees served upon either Buyer by any court, Governmental Authority or arbitration tribunal against either Buyer or their respective parents or affiliates which would affect the ability of Buyer to consummate the transactions contemplated by this Agreement. Neither Buyer nor their respective parents or affiliates is in default with respect to any order, writ, injunction or decree served upon it from any court or of any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign which would affect the ability of either Buyer to consummate the transactions contemplated by this Agreement.

Section 3.05 Broker's or Finder's Fees. No agent, broker, person or firm acting on behalf of either Buyer is, or will be, entitled to any commission or broker's or finder's fees from either Buyer or from any person controlling, controlled by or under common control with Buyer in connection with any of the transactions contemplated herein.

ARTICLE IV.
COVENANTS AND AGREEMENTS

Section 4.01 Cooperation. Each of the Parties hereto shall use its best efforts in good faith to perform and fulfill all conditions and obligations to be fulfilled or performed by it hereunder to the end that

the transactions contemplated hereby will be fully and timely consummated in accordance with this Agreement.

Section 4.02 Efforts. Seller and Buyer shall each use commercially reasonable efforts to procure upon reasonable terms and conditions all consents and approvals, completion of all filings, all registrations and certificates, and satisfaction of all other requirements prescribed by law which are necessary for the consummation of the transactions contemplated by this Agreement and Buyer' ownership and operation of the Facility and the Business after the Closing Date.

Section 4.03 Investigations. During the period beginning on the Effective Date and continuing for sixty (60) days thereafter (the "**Due Diligence Period**"), and upon prior written notice from Buyer, Seller shall give Buyer and their employees, accountants, attorneys, agents, contractors, and other authorized representatives (collectively, "**Buyer's Representatives**") reasonable access during regular business hours to the premises, properties, books and records of the Business, and furnish Buyer with such financial and operating data respecting the Business and the Real Property as Buyer shall reasonably request from time to time, provided that Buyer must be accompanied by Seller or Seller's representative with respect to any such access and shall not communicate with any Facility employees without Seller's explicit permission, which permission may be granted or withheld in Seller's sole discretion. Under no circumstances shall Buyer or any Buyer Representatives communicate or attempt to communicate with any residents of the Facility or their family members, attorneys-in-fact, friends or visitors. Seller shall use commercially reasonable efforts to respond to Buyer's requests for information within three (3) business days of receipt of such request; provided that such requests shall be addressed to Seller's internal and external legal counsel. Any investigation shall be conducted in a manner which does not unreasonably interfere with business operations of the Facility. Furthermore, such due diligence access by Buyer or the Buyer Representatives may be limited to the extent Seller reasonably determines, including, without limitation, in light of the COVID-19 pandemic (taking into account any "shelter- in-place" or similar order issued by a Governmental Authority), that such access would jeopardize the health and safety of any of the Facility's residents, employees and other individuals having business dealings with Seller; provided, however, that Seller shall use commercially reasonable efforts to allow for such access or as much of such access as is possible in a manner that does not jeopardize the health and safety of such individuals. Buyer shall comply, and shall cause its representatives to comply, with all of Seller's policies and procedures related to infection control and the COVID-19 virus when accessing the Facility's, including but not limited to the proper use of personal protective equipment. In the event that Buyer is not satisfied with the results of its investigations in Buyer' sole and absolute discretion, then Buyer may terminate this Agreement by providing written notice to Seller prior to the expiration of the Due Diligence Period, whereupon the Deposit shall be returned to Buyer and the Parties shall have no further rights or obligations hereunder. If Buyer does not otherwise terminate this Agreement prior to the expiration of the Due Diligence Period, then, following such expiration, the Deposit shall be non-refundable to Buyer except as otherwise expressly set forth herein. In exercising its rights pursuant to this Section 4.03, Buyer and the Buyer Representatives shall not cause any material disruption or interference to the operations of the Facility or the residents.

Section 4.04 Liabilities of Seller. Except as expressly set forth herein, Buyer shall not assume and shall not be liable for, and Seller shall satisfy any debts, liabilities or obligations of Seller and with respect to the operation of the Facility and the Business prior to the Closing (collectively, the "**Excluded Liabilities**") including, but not limited to, any (i) expenses of the Facility that arise prior to the Closing, (ii) liabilities or obligations of Seller to its creditors, shareholders, members or owners, (iii) liabilities or obligations of Seller with respect to any Contracts, acts, events or transactions occurring with respect to the Facility prior to the Closing (other than obligations and liabilities under Assumed Contracts, as defined herein, that arise on or after the Closing), (iv) liabilities or obligations of Seller for any federal, state, county or local taxes applicable to or assessed against Seller or the assets or businesses of Seller for any period prior to the Closing Date, (v) any Recapture Claims, (vi) any State Employee Plans, as defined below,

including any liability relating to payroll, vacation, sick leave, workers' compensation, unemployment benefits, pension benefits, employee stock option or profit-sharing plans, health care plans or benefits, or any other employee plans or benefits of any kind for Seller's employees, spouses, dependents or contractors or former employees, spouses, dependents or contractors or both which was incurred prior to the Closing Date, (vii) any liabilities that arise from the fraud or willful misconduct of Seller, or (viii) any other liability or obligation of any kind or nature arising from, out of or relating to Seller's ownership or operation of the Facility, the Business or any activity of Seller prior to the Closing Date, including Seller's violation of any state or federal health care laws.

Section 4.05 Employees.

(A) All employees currently providing services at the Facility (the "**Current Employees**") are listed on Schedule 4.05(A), including: (i) all of the vacation, sick, holiday, personal time-off, and any other paid time off of all such employees, whether vested or unvested, to the extent it was accrued as of the most recent payroll date and remains unused ("**ETO**"), (ii) the current base salaries or wage rates of such employees, (iii) each Current Employee's date of hire or commencement of most recent employment, and (iv) each Current Employee's position. Buyer shall not be bound by or assume any employment contracts to which Seller may be a party.

(B) Operator shall determine, in its sole discretion, which of the Current Employees shall be offered employment with Operator, pursuant to employment terms acceptable to Operator; provided, however, that Operator does not intend to offer employment with Operator to those individuals set forth on Schedule 4.05(B). If required, Seller shall provide advance notice under the Worker Adjustment and Retraining Notification ("**WARN**") Act, 29 U.S.C. § 2101 et seq., and any comparable law of the state of Florida, to all of its employees. Those Current Employees who receive and accept an offer of employment from Operator are referred to herein as the "**Retained Employees**."

(C) Subject to Article IX, Seller agrees to indemnify, defend and hold harmless Buyer and Operator from any liability relating to the WARN Act or any comparable State law in the event of the violation by Seller of its obligations under Section 4.05(B) of this Agreement, including a violation that results from allegations that Operator or its affiliates constructively terminated the Employees as a result of the terms and conditions of employment offered by Operator or its affiliates.

(D) Nothing in this Section 4.05, however, shall create any right in favor of any person not a party hereto, including without limitation, the Current Employees, or constitute an employment agreement or condition of employment for any employee of Seller or any affiliate of Seller who is a Current Employee. Operator or its affiliates shall provide group health coverage for the Retained Employees who qualify for its coverage as soon as possible after the Closing Date, in accordance with the standard terms, conditions and waiting periods of Operator's or its affiliates' group health plan.

(E) Seller shall remain responsible and liable for the obligation to provide all ETO and any other earned vacation, sick pay, and other paid time off to all Current Employees as of the Closing Date (the "**Accrued ETO**"), on or before the Closing Date. The Parties agree that the amount of Accrued ETO may be deducted from the Purchase Price upon their mutual agreement.

(F) At a time mutually agreed to by Seller and Operator but not less than ten (10) days prior to the Closing Date for Facility's administrator and director of nursing and five (5) days for all other personnel, Operator shall notify the Current Employees of the transactions contemplated in this Agreement (the "**Employee Notification**"). Following the Employee Notification, Operator shall be entitled to meet and talk to all of the Current Employees at times reasonably agreed upon by the parties to avoid disrupting the Facility, their residents and the Current Employees.

(G) Operator or its affiliates shall hire as of the Effective Time, on such terms as Operator or its affiliates are able to reach agreement, the Retained Employees. Seller shall reasonably cooperate with Operator or its affiliates and provide reasonable access to the Retained Employees to allow Operator or its affiliates to obtain all necessary information from the Retained Employees reasonably required by Operator to complete the onboarding process for the Retained Employees at a time mutually agreed to by Seller and Operator.

(H) Upon reasonable advance written notice to Operator and at reasonable times that will not, in any material respect, interfere with or disrupt the business of Operator at the Facility, Operator or its affiliates agree to provide Seller with reasonable access to the Facility's employees after the Closing Date if necessary for Seller's defense of any litigation, action, claim, demand or investigation relating the operation of the Facility prior to the Closing Date including, without limitation, any professional liability or general liability matters. Seller agrees not to disrupt Operator's Business during any such period of access.

Section 4.06 Medicare; Medicaid; and Other Third-Party Payors.

(A) Operator shall not assume Seller's rights and interests in and to Seller's Medicare Provider Numbers and Medicare provider reimbursement agreements.

(B) At Operator's election, Operator shall assume any and all of Seller's rights and interests in and to Seller's Medicaid provider number and Medicaid provider reimbursement agreement with respect to the Facility, by filing of the Medicaid provider number change of ownership application.

(C) Except as otherwise provided by applicable law, Operator expressly does not assume, and the assumption by Operator of Seller's Medicaid provider agreement shall not be construed to impose upon Operator, any obligations under Seller's Medicaid Provider Agreement arising with respect to occurrences during Seller's operation of the Facility, provided that nothing contained herein shall limit Operator's liability to governmental authorities and to Seller for any use or misuse of Seller's Medicaid Provider Agreement which is any way contrary to applicable law, regulation or agreement including, without limitation, for any claimed fraud or error. Likewise, except as otherwise provided by applicable law, Seller expressly does not assume, and the assumption by Operator of Seller's Medicaid provider agreement shall not be construed to impose upon Seller, any obligations under Seller's Medicaid provider agreement arising with respect to occurrences during the Operator's operation of the Facility.

(D) Seller shall also assign to Operator as of the Closing Date any managed care agreements and other commercial third party payor agreements with respect to the Facility, to the extent such agreements are assignable. If such managed care agreements and other commercial third party payor agreements are not assignable, Operator may bill under Seller commercial managed care provider plans until Operator is able to secure its own commercial managed care provider plans, pursuant to the rules of the managed care organizations, provided that such billing by Operator is permitted under the applicable agreements and applicable law or regulation.

(E) Facility does not benefit from any contracts (a "**VA Contract**") between Seller and the Department of Veterans Affairs (the "**VA**").

(F) For the avoidance of doubt, Seller shall be entitled to transfer all cash and other immediately available funds that may exist in the Business' bank, investment or other financial accounts to other accounts owned by Seller at any time prior to 11:59 pm on the last business day prior to the Closing Date.

Section 4.07 Survey and Title Insurance. Prior to the Effective Date, Seller has provided the most recent ALTA survey of the Real Property to Buyer. Promptly following the Effective Date, Buyer shall order a survey or survey update (including such Schedule A items to the ALTA Survey as Buyer may reasonably require) of the Real Property (the "**Survey**"), and also shall order an ALTA title insurance commitment with exceptions (the "**Title Commitment**"), issued by Peterson & Myers, P.A., as an agent for a nationally recognized title company acceptable to Buyer (the "**Title Company**"), committing to issue to RE Buyer an owner's policy of title insurance with respect to the Real Property with such endorsements as may be required by Buyer (the "**Title Policy**"). As used herein, the "**Title Objection Period**" shall mean (i) the period ending on the last day of the Due Diligence Period, if Buyer has received the Title Commitment and Survey at least ten (10) calendar days prior to the expiration of the Due Diligence Period or (ii) the period ending ten (10) calendar days after receipt of the Title Commitment and Survey, if Buyer has received the Title Commitment and Survey after the date that is ten (10) calendar days prior to the expiration of the Due Diligence Period.

During the Title Objection Period, Buyer shall notify Seller in writing of any encumbrances reflected on the Survey or the Title Commitment that do not constitute Permitted Exceptions and are not acceptable to Buyer (the "**Title Objections**"), provided that any Title Objections shall be commercially reasonable. For the avoidance of doubt, "commercially reasonable", as used in this Section 4.07, includes, without limitation, any encumbrance that would materially and negatively affect the operation of the facility as it is currently conducted or the cost thereof. Buyer shall have five (5) business days following receipt of any amended or updated Title Commitment or Survey in which to provide updated Title Objections to Seller. Seller shall have a period of five (5) business days after its receipt of notice of the initial, and any subsequent Title Objections (the "**Response Period**") within which to notify Buyer of the election, in Seller's sole discretion, either to attempt to cure such Title Objections prior to the Closing or decline to attempt to cure such Title Objections. If Seller elects to not attempt to cure such Title Objections, Buyer may elect, by delivery of written notice no later than five (5) business days after the expiration of the Response Period, to terminate this Agreement in its entirety, and receive a return of the Deposit, whereupon the Parties shall have no further rights or obligations hereunder. If Buyer elects to close the transaction without Seller's agreement to cure such Title Objections, then such Title Objection shall be deemed waived and shall become a Permitted Exception hereunder. If Seller elects to attempt to cure a Title Objection, completion of such cure shall be a condition of Buyer' obligation to consummate the Closing. Seller's failure to provide a response during the Response Period shall be deemed an election by Seller to cure any Title Objections. Notwithstanding anything to the contrary herein, whether or not included in the Title Objections, Seller shall be obligated to cure all encumbrances affecting the Real Property constituting (A) liens securing a mortgage, deed of trust or trust deed made by Seller; (B) judgment liens against Seller; (C) broker's liens caused by Seller; (D) any mechanics' liens or materialman's liens caused by Seller; and (E) violations which can be rectified by the payment of money, at or before Closing.

Section 4.08 Environmental and Engineering Reviews. Buyer may conduct or have conducted, at its own cost and expense, professional reviews with respect to the environmental and engineering condition of the Real Property (collectively, the "**Reports**"). In the event any condition set forth in the Reports is not satisfactory to Buyer in Buyer's sole and absolute discretion, then Buyer may terminate this Agreement by providing written notice to Seller prior to the expiration of the Due Diligence Period, whereupon the Deposit shall be returned to Buyer and the Parties shall have no further rights or obligations hereunder.

Section 4.09 Inspection Indemnity and Insurance.

(A) Buyer shall indemnify, defend and hold Seller and its affiliates, partners, members, managers, shareholders, investment managers, trustees, directors, officers, employees and agents (including any management company) of each of them and their respective successors and assigns (collectively,

"**Seller Indemnified Parties**") and the purchased assets harmless from and against any and all damages, liabilities, losses, claims, liens, costs or expenses (including, without limitation, reasonable attorney's fees) arising out of any entry on the Facility by Buyer, or their agents in the course of performing the inspections, testing or inquiries provided for in this Agreement, including without limitation damage to the Real Property or release of Hazardous Materials or materials onto the property by reason of Buyer or their agents' actions, except that Buyer shall incur no liability to the extent attributable to (1) acts or omissions of Seller or its agents and (2) the mere discovery of existing conditions. The foregoing indemnity shall survive the termination of this Agreement and/or conveyance of the Purchased Assets.

(B) Without limiting Buyer's obligations under Section 4.09(A) above, Buyer shall carry or shall cause any of Buyer' agents entering onto the Real Property to carry, at all times during the term hereof, liability insurance reasonably acceptable to Seller which, among other things, shall insure against the indemnification obligations described in Section 4.09(A) above.

Section 4.10 Confidentiality. Each Party hereto and its respective agents, representatives and employees shall protect and maintain the confidentiality of all matters and information related to and contemplated by this Agreement and the acquisition of the Facility, including, but not limited to, all information collected by Buyer pursuant to their due diligence review of the Facility (collectively, "**Confidential Matters**"), provided that nothing contained herein shall be deemed to restrict Seller's obligations, as a governmental agency, under applicable law to provide public notice of transactions to which Seller is a party or otherwise limit Seller's legal obligations as a public body. Each Party agrees to reveal any Confidential Matters only to such persons or to their respective consultants, attorneys, affiliates and advisors; or to any lender or investor of Buyer or any permitted assignee, who have a need to know such information for purposes of consummating the transactions contemplated herein and each Party shall inform all such persons of its and their obligations under this Section 4.10. Notwithstanding anything in this Agreement to the contrary, a Party may disclose Confidential Matters as required by Applicable Law or pursuant to court order, provided that the disclosing Party shall promptly provide the non-disclosing Party with written notice of such request or requirement (a "**Disclosure Notice**") within time to permit the non-disclosing Party to seek a protective order or such other remedy as may be available under applicable law or court order or rule. Only the non-disclosing Party shall have the right to waive compliance under this Section and any such waiver must be in writing signed by an authorized representative of such non-disclosing Party. Notwithstanding the foregoing, in the event that a waiver or protective order is not timely received through no fault of the disclosing Party and the disclosing Party is advised by legal counsel that they are legally obligated to disclose certain Confidential Matters, then the disclosing Party may disclose only such Confidential Matters that are legally required to be disclosed in response to the Demand. Buyer shall be entitled from time to time to meet with governmental officials in conducting its due diligence and to determine if the Purchased Assets are in compliance with and not in violation of, applicable zoning and building codes. The confidentiality obligations set forth in this Section shall survive any termination of this Agreement. Notwithstanding anything to the contrary contained herein, Buyer acknowledges that this Agreement shall be presented to the Board of County Commissioners for Polk County, Florida, for approval at a public meeting and shall be made available for public viewing in advance of such meeting. Buyer expressly agrees that neither of these occurrences shall constitute a breach of this Section 4.10 or any other provision of this Agreement.

Section 4.11 Casualty; Condemnation.

(A) If, prior to the Closing, all or a material part of the Facility (taken as a whole) is destroyed or materially damaged by fire or other casualty, Seller shall promptly notify Buyer of such fact. For purposes of this Section 4.11, a "material" part of the Facility means a portion of the Facility without which the Business as currently conducted cannot be conducted and such portion cannot be reasonably be expected to be repaired or replaced within the following sixty (60) days. In such event that

any loss can be reasonably expected to be repaired or replaced within sixty (60) days after the loss, then the Closing Date shall be extended by such 60-day period. If any such loss cannot reasonably be expected to be repaired or replaced within sixty (60) days from and after the loss, then Buyer shall have the right to terminate this Agreement by giving notice thereof to Seller not later than ten (10) days after receiving Seller's notice (and, if necessary, the Closing Date shall be extended until the second Business Day after the expiration of such ten-day period). If Buyer elect to terminate this Agreement as aforesaid, the Deposit shall be paid to Buyer, whereupon, this Agreement shall terminate and be of no further force and effect and no party shall have any rights or obligations hereunder. If less than a material part of the Facility (taken as a whole) shall be affected or if Buyer shall not elect to terminate this Agreement as aforesaid, Buyer shall receive a credit against the Purchase Price at the Closing for the amount of said damage and Seller shall be entitled to all of the proceeds, if any, under Seller's insurance policies covering the Facility with respect to such damage or destruction..

(B) If, prior to the Closing, all or any material part of the Facility (taken as a whole) is taken by condemnation or eminent domain (or becomes the subject of a pending condemnation or taking which has not yet been consummated), or the Facility or a material part of the Real Property becomes subject to an actual or proposed conveyance to a condemning authority in lieu of a condemnation, Seller shall notify Buyer of such fact promptly after obtaining knowledge thereof and Buyer shall have the right to terminate this Agreement by giving notice thereof to Seller not later than ten (10) days after the giving of Seller's notice (and, if necessary, the Closing Date shall be extended until the second day after the expiration of such ten-day period). If Buyer elect to terminate this Agreement as aforesaid, the Deposit shall be paid to Buyer, whereupon, this Agreement shall terminate and be of no further force and effect and no party shall have any rights or obligations hereunder. If less than a material part of the Facility (taken as a whole) shall be affected or if Buyer shall not elect to terminate this Agreement as aforesaid, the sale of the Facility shall be consummated as herein provided without any adjustment to the Purchase Price (except to the extent of any condemnation award received by Seller prior to the Closing) and Seller shall assign to Buyer at the Closing all of Seller's right, title and interest in and to all awards, if any, for the taking, and Buyer shall be entitled to receive and keep all awards for the taking of such Facility or portion thereof. For purposes hereof, a "material part" shall be deemed to mean a taking of any portion of the building(s) associated with the Facility or which adversely affects access to the Facility or reduces the parking area by more than ten percent (10%) or below the minimum parking required pursuant to Legal Requirements.

(C) In the event this Agreement has not been terminated in accordance with the provisions of this Section 4.11, then the Parties shall proceed to the Closing and (i) in the case of a casualty, Seller shall assign to RE Buyer its right to receive all insurance proceeds available for repairs and restoration and RE Buyer shall receive a credit against the Purchase Price at Closing in an amount equal to the deductible associated with the aforesaid insurance proceeds and (ii) in the case of a condemnation, RE Buyer shall receive a credit against the Purchase Price at Closing in an amount equal to the proceeds of any condemnation award received by Seller, and, to the extent there shall be any remaining award to be paid, Seller shall execute and deliver such assignment to RE Buyer of Seller's right, title and interest in and to such award as shall be reasonably and mutually acceptable to RE Buyer and Seller.

Section 4.12 Material Contracts.

(A) Within ten (10) days following the Effective Date, Seller shall deliver to Buyer true, accurate and complete copies of all Material Contracts not previously provided to Buyer.

(B) If Buyer wishes to assume any of the Material Contracts, then at least sixty (60) days prior to the Closing, Buyer will provide Seller with a list of the Material Contracts, that each Buyer will assume as of the Closing Date (the "**Assumed Contracts**"). In accordance with the terms of the RE Assignment and Assumption Agreement and the Operations Assignment and Assumption Agreement, as

applicable, Seller shall assign to the applicable Buyer all of Seller's rights, title and interest in, to and under the Assumed Contracts. Any Contracts that are not Assumed Contracts hereunder shall be referred to herein as the "**Rejected Contracts**." Seller shall remain responsible for all liabilities and obligations (i) under the Rejected Contracts, (ii) under the Assumed Contracts to the extent such liabilities and obligations arise prior to the Closing Date, and (iii) for services or supplies which were performed or rendered prior to the Closing Date, and shall indemnify and hold Buyer harmless on account of the same. The indemnification obligations set forth in this Section 4.12(B) shall be subject to Article IX. Operator covenants and agrees to assume and be bound by all the terms and provision of the Assumed Contracts to the extent applicable to or performed in any time period commencing as of the Effective Time, and to perform all obligations accruing pursuant to such Assumed Contracts on and after the Closing Date.

(C) To the extent any third party consent is required in connection with the assignment and assumption of the Assumed Contracts, Seller and Buyer shall cooperate to obtain any such consents. To the extent Seller shall be unable to obtain such third party consent, Buyer shall not assume such Assumed Contract, and such Assumed Contract shall be considered a Rejected Contract hereunder.

Section 4.13 Accounts Receivable; Proration.

(A) Seller shall have the right to bill and collect all unpaid accounts with respect to periods prior to the Closing Date (the "**Seller's Accounts Receivable**"). Seller's Accounts Receivable shall include all amounts due to Seller, whether billed or unbilled, prior to the Closing Date, for all services and ancillary services or products provided to any current or former residents at the Facility by Seller prior to the Closing Date and any accounts receivable arising from the rate adjustments which relate to periods prior to the Closing Date even if such adjustments occur after the Closing Date.

(B) Operator shall assume responsibility for the billing for and collection of payments on account of services rendered by it at the Facility on and after the Closing Date (the "**Operator's Accounts Receivable**") and shall be entitled to any payments made for services rendered following the Closing. Operator's Accounts Receivable shall include private pay or third party payor payments received by Seller that designate the dates of service, or other identifying data on the remittance received by Seller, as on or after the Closing Date, including payments that include any reimbursement with respect to payments or underpayments made to Operator for services rendered following the Closing. Any of Operator's Accounts Receivable that are paid to Seller shall be remitted to Buyer no later than thirty (30) days following the receipt of such payment, and until so deposited, shall be held in trust for the benefit of Buyer.

(C) For a period of nine (9) months after the Closing Date, (i) Seller shall provide Operator with an accounting by the fifteenth (15th) day of each month setting forth all amounts received by Seller during the preceding month with respect to accounts receivable, and upon reasonable advance notice and during normal business hours, and (ii) subject to all Applicable Laws, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), Operator shall have the right to inspect all receipts and other books and records of Seller in order to confirm Seller's compliance with the obligations imposed on it under this Section 4.13. Nothing in this Section 4.13 shall be deemed to limit in any way Operator's rights and remedies to recover accounts receivable due and owing to Operator under the terms of this Agreement. If the parties mutually determine that any payment hereunder was misapplied by the parties, the party which erroneously received such payment shall remit the same to the other within five (5) business days after such determination is made.

(D) Seller and Operator shall comply with all Applicable Law with respect to any grant payments, stimulus payments, retroactive rate adjustments, and any other payments and support paid with respect to the Facility in relation to COVID-19 relief efforts.

(E) On or before the Closing, Seller shall pay off any financing secured by the accounts receivable of the Facility and/or Purchased Assets or otherwise cause its lenders to release all security interest against such assets, file UCC-3 termination statements with respect to such released collateral and terminate any control agreements applicable to any deposit accounts in which the Facility's accounts receivables are deposited.

(F) The obligations of the parties to forward the accounts receivable payments pursuant to this Section 4.13 are absolute and unconditional and irrespective of any circumstances whatsoever which might constitute a legal or equitable discharge, recoupment, offset, counterclaim or defense of the parties, the right to assert any of which with respect to proceeds of any accounts receivable is hereby waived. All obligations under this Section 4.13 shall survive the Closing.

Section 4.14 Transfer of Resident Trust Funds.

(A) Prior to the Closing, Seller shall provide to Buyer a true, correct, and complete accounting (properly reconciled) of any resident trust funds held by Seller on the Closing Date for patients who are resident at the Facility as of the Closing Date, a copy of which shall be attached hereto as Schedule 4.14(A) ("**Resident Trust Funds**"). Within thirty (30) days following the Closing Date, Seller shall update the accounting set forth on Schedule 4.14(A), properly reconciled, as of the Closing Date.

(B) On the Closing Date, Seller shall transfer the Resident Trust Funds to bank accounts designated by Operator, and Operator shall, in writing, acknowledge receipt of and expressly assume all of Seller's financial and custodial obligations with respect thereto, it being the intent and purpose of this provision that, upon such transfer, Seller will be relieved of all fiduciary and custodial obligation with respect to the Resident Trust Funds delivered to Operator, and that Operator will assume all such obligations and be directly accountable to the residents with respect thereto insofar as any obligations pertain to the Resident Trust Funds after the transfer to Operator. For clarification purposes and notwithstanding the foregoing, Operator shall not assume any liability pursuant to the transfer of Resident Trust Funds arising prior to the transfer of the Resident Trust Funds by Seller.

Section 4.15 Access to Records; Operating Systems.

(A) On or before the Closing Date, to the extent permitted by law, Seller shall deliver to Operator the originals or copies of all of the books and records relating to operations at the Facility as of the Closing Date (the "**Facility Records**"), including the medical and financial records of current patients, by leaving all such records maintained in paper forms at the Facility and transferring all such records maintained electronically to Operator's systems as may reasonably be requested by Operator; provided, however, that nothing herein shall be construed as precluding Seller from removing from the Facility on the Closing Date its corporate or financial records which relate to its operations at the Facility. Seller shall use commercially reasonable efforts to remove from Facility Records transferred to Operator in paper forms any records relating to former residents of the Facility. Nothing herein shall prohibit Seller from maintaining a copy of any records to the extent allowed under applicable law as necessary for their efficient and lawful operation; provided, however, that Seller agrees that all information, records and data collected or maintained regarding residents of the Facility shall be confidential, and Seller shall preserve the existence and maintain the confidentiality of the resident records pursuant to this Agreement in accordance with federal and state law. At all times on and after the Closing Date, Operator shall allow Seller, at Seller's sole cost and expense, to have reasonable access during regular business hours upon reasonable prior written notice and to make copies of, the Facility Records, to the extent reasonably necessary to enable Seller to investigate and defend malpractice or employee or to file or defend cost reports and tax returns. To the extent that the Facility Records are maintained in an electronic format, the parties shall cooperate in good

faith to coordinate the electronic transfer to Operator all right, title and interest of Seller in and to all such Facility Records, in a manner mutually acceptable to the parties; provided however, that: Operator shall be responsible for any third party costs (such as Point Click Care charges) related to the transfer of patient records included within the Facility Records.

(B) Operator agrees to maintain such Facility Records that have been received by Operator from Seller, including patient records and records of patient funds until the later of (x) the expiration of any holding period required under Applicable Law or (y) thirty (30) days after the end of any survival period as set forth in this Agreement.

(C) Prior to the Closing Date, the Parties will work cooperatively to develop a plan to put Operator's operating systems in place at the Facility in order to insure orderly transition of the operations at the Facility, and each party will use its best efforts to coordinate logistics relating to the implementation of Operator's operating systems at the Facility.

(D) For a period not to exceed (60) days after the Closing Date, Seller shall cooperate with Operator to allow Operator to continue to access any electronic patient records which are not transferred to Operator at the Effective Time, in order to ensure a smooth continuation of care for the patients residing at the Facility, all in accordance with applicable law. Operator and Seller will work together with Seller's existing medical records vendor to identify the most efficient, cost effective and appropriate method for continued access to pre-Closing records for both Operator and Seller post-Closing.

Section 4.16 Facility Licenses and Provider Agreements; Cost Reports.

(A) Seller shall notify the Florida Agency for Health Care Administration ("**AHCA**") of the intended change of ownership of the Facility, and Buyer shall file the CHOW Application ("**Required Licensure Application**") in order to secure the required operating license for the facility in the Operator's name ("**New License**") and pay application fees ("**Application Fees**"), with AHCA, within ten (10) days of the Effective Date, and Buyer shall thereafter diligently pursue the Application including, without limitation, by providing any supplemental information, documents or payments as many be required by AHCA or other Governmental Agency within the timeframes requested by such Governmental Agency. Operator shall from time to time, upon request of Seller, advise Seller of the status of Required Licensure application.

(B) Operator covenants and agrees to submit, in each case within the time period required by Applicable Law: (1) a Medicare CMS 855A enrollment application; and (2) a Medicaid change of ownership application to obtain a new Medicaid provider agreement and number from the Florida Medicaid Program/AHCA (collectively, the "**Required Certifications**"). Operator shall use commercially reasonable efforts to obtain the Required Certifications promptly following the Closing Date, including promptly responding to any requests for additional information. Seller shall cooperate with Operator to the extent reasonably requested by Operator for Operator to obtain the Required Certifications. Operator shall from time to time, upon request of Seller, advise Seller of the status of the Required Certifications.

(C) Seller shall prepare and file with the appropriate Medicare, and Medicaid agencies their final cost reports in respect to its operation of the Facility as soon as practicable after the Closing Date, but in any event prior to the expiration of the period of time as may be required by law for the filing of each such final cost report under the applicable third party payor program, it being specifically understood and agreed that the intent and purpose of this provision is to ensure that the reimbursement paid to Operator for the period beginning on the Closing Date is not delayed, reduced or offset in any manner as a result of Seller's failure to timely file such final cost reports.

(D) Seller shall provide Buyer with reasonable assistance, to the extent that the same may be requested in writing by Buyer, in preparing and filing the Required Licensure Application as well as any other applications that may be required to reach Closing, including without limitation applications related to the Required Certifications , all at no cost to Buyer, provided that Buyer shall reimburse Seller for any actual out of pocket expenses (excluding the salary expense for Seller's employees) and costs that Seller may incur in the course of providing such assistance.

Section 4.17 Recapture Claims; Surveys; Civil Monetary Penalties.

(A) Each party hereto agrees to notify the other promptly after receipt of any notice of any claim by from the United States Department of Health and Human Services' Centers for Medicare & Medicaid Services ("**CMS**"), the United States Department of Health and Human Services Office of the Inspector General ("**OIG**"), or any other Governmental Authority with respect to any of the following, relating to the operation of the Facility prior to the Closing or funds received by Seller: (i) an alleged Medicare or Medicaid overpayment, or any other recoupment or adjustment to reimbursement, (ii) an alleged underpayment of any tax or assessment, (iii) an imposition of civil monetary penalties or other immediate sanctions, or (iv) any other governmental or third-party payor claims (collectively "**Recapture Claims**"). To the extent ascertainable on or prior to the Closing Date, Seller shall pay or cause to be paid any Recapture Claim which is for the periods prior to the Closing Date. In the event of any Recapture Claim levied after the Closing which relates entirely to the period of time prior to the Closing Date, Seller shall be entitled to contest such Recapture Claim, at its sole cost and expense, provided, however, that Operator shall be allowed to participate in all meetings, and be provided with copies of all audit adjustments and work papers. Operator agrees to reasonably cooperate with Seller in connection with any Recapture Claim after the Closing, and the parties shall reasonably cooperate to resolve any Recapture Claim to their mutual satisfaction. Notwithstanding anything to the contrary contained in this Section 4.17, in the event that any Governmental Authority or other third party payor source withholds or offsets amounts from Operator's Accounts Receivable as a result of such Recapture Claim, Operator shall be entitled to withdraw such amount so withheld or offset from the Indemnity Escrow within ten (10) days following Operator's written demand to Seller for payment and the provision of all documentation in support of such Recapture Claim. In the event that such amounts are recovered or restored to Operator in whole or in part, Operator agrees to provide Seller prompt notice of such recovery or restoration and pay the amount so received to the Escrow Agent to become part of the Indemnity Escrow, or if the Indemnity Escrow has been returned, to Seller, promptly upon receipt.

(B) Seller shall be responsible for the payment of all fines and penalties imposed by any Governmental Authority which fines and penalties arise in connection with any regulatory investigations, inspections, audits or surveys ("**Facility Surveys**") occurring prior to the Closing Date, or occurring thereafter but only to the extent of matters related to the operations of the Facility prior to the Closing Date. Fines or penalties issued after the Closing Date but specifically arising from a survey or inspection occurring prior to the Closing Date shall be the responsibility of Seller. Operator shall be responsible for the payment of all fines and penalties imposed by governmental authorities which fines and penalties arise in connection with any Facility Surveys on or after the Closing Date to the extent of matters related to the operations of the Facility on and after the Closing Date. Seller shall assist, as appropriate, Operator in establishing any plans of correction or other responses to be submitted by Operator after the Closing Date for Facility Surveys that relate to events or circumstances occurring prior to the Closing Date within the time allowed for such submissions; however, Operator's determination as to such plans of correction or other submissions shall be controlling and Operator, except as otherwise provided herein, shall be responsible for and bear all costs and expenses as a result of implementing such plans of correction or other submission.

(C) Seller shall provide to Operator, promptly after receipt of the same, any survey reports, waivers of deficiencies, plans of correction or any other investigation reports issued with respect to the Facility between the date hereof and the Closing Date and received by Seller. Seller shall notify Operator immediately upon the occurrence of any Facility Survey, regardless of whether the applicable Governmental Authority has issued a formal report or finding (such notice may be done verbally by telephone if promptly followed by written notification).

Section 4.18 RESERVED.

Section 4.19 Cooperation; Interim Operations of Facility.

(A) During the period between the Effective Date and the Closing Date (the "**Pre-Closing Period**"), Seller shall: (i) operate the Facility in a manner materially consistent with Applicable Law and Seller's past practices (both operational and financial); (ii) maintain the Purchased Assets in good order and condition (normal wear and tear excepted) to the extent required to operate the Facility consistent with Applicable Law and Seller's past practice, and refrain from delaying such repair and/or replacement as a result of the pending transfer; (iii) perform all material obligations under the Assumed Contracts that are due to be performed before the Closing Date; (iv) continue to market the Business and use commercially reasonable efforts to maintain census consistent with past practice; (v) maintain its normal inventory of Supplies, which shall be in quantities consistent with Applicable Law and past practices for operation of the Facility, and, without limiting the foregoing, to the extent depleted or replaced in the ordinary course, restock and replenish any portion of the Supplies consumed or used during the Pre-Closing Period with inventory of comparable quality and consistent with past practice; (vi) pay all taxes and assessments with respect to the Facility and other liabilities relating to the Purchased Assets as they become due; (vii) maintain insurance with respect to the Facility in accordance with current practices and all requirements of Applicable Law; and (viii) provide Buyer with true and correct updated accounts receivable aging reports, census reports (in sufficient detail to show the most recent patient mix and occupancy rate), and a report of all agency hours and utilization at the Facilities, current to the date provided. Seller shall provide no later than 30 days after the end of each month during the Pre-Closing Period, true and correct copies of updated monthly Financial Records to Purchaser which shall include a balance sheet, statements of income and expenses and cash flow.

(B) During the Pre-Closing Period, Seller shall not: (i) create or incur any material liability affecting the Purchased Assets or the Business (absolute or contingent) except for unsecured liabilities incurred in the ordinary course of business which shall be Excluded Liabilities of Seller following the Closing Date; (ii) mortgage, pledge or subject to any lien, or otherwise encumber any of the Purchased Assets with, any liens, encumbrances and security interests; (iii) sell or otherwise dispose of, or contract to sell or dispose of, any of Purchased Assets except consistent with the ordinary conduct of its Business; (iv) cancel any debts or claims with respect to the Business, except in the ordinary course of business; (iv) undertake any course of action materially inconsistent with its obligations under this Agreement; (v) decrease the private pay rates of the residents of the Facility, except with the prior written consent of Buyer, provided that Seller shall retain the right to make adjustments on the accounts of individual residents consistent with past practice; (vi) increase or promise to increase any wages or benefits of, or grant or promise to grant any bonuses to, any of the Current Employees except those reasonable bonuses and wage increases in the ordinary course of business consistent with Seller's past practice or as required under Applicable Law or existing agreements with employees; (vi) remove, discharge or transfer residents from the Facility to any other facility owned, operated or managed by Seller or any affiliate thereof, where such transfer is not in the ordinary course of business and not (a) for reasons relating to the health and well-being of the resident transferred, (b) for the election to transfer by the resident or his or her family or attorney-in-fact, or (b) otherwise required by law; (vii) cancel any Assumed Contracts or materially default in the performance of any Assumed Contracts, or obligation, or waive any material default or potential material

default by any other party, or waive, release, compromise, settle or assign any rights or claims under any Assumed Contracts; or (viii) cancel any of the Facility's third party payor agreements.

(C) During the Pre-Closing Period, Seller shall promptly notify Operator in writing of any fact, circumstance, event, or action, the existence, occurrence, or taking of which: (1) has had or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect (as defined in Section 10.22(F), or (2) has resulted in, or could reasonably be expected to result in, the failure of any of the requirements set forth in this Section 4.19. to be satisfied.

Section 4.20 Non-Competition.

(A) Seller shall not solicit any residents of the Facility for a period of twelve (12) months following the Closing. General advertisements not directed at any specific resident shall not be a violation of the foregoing.

(B) Seller shall not, for a period of eighteen (18) months after the Closing Date, own, operate, develop, or manage an assisted living facility, skilled nursing facility or continuing care retirement community within a sixty (60) mile radius of the Facility (excluding any facilities currently owned, operated or managed by Seller or its affiliate as identified on Schedule 4.20(B) hereto).

(C) For a period between the Effective Date and the Closing Date and for the twelve (12) month period following the Closing Date, Seller shall not, directly or indirectly, hire or solicit any Current Employees or encourage any such Current Employee(s) to not accept such employee(s) offer of employment with Operator or to leave such employment; provided, that nothing in this Section 4.20(C) shall prevent Seller or their affiliates from (x) engaging in any general solicitations or recruiting which are not directed specifically to any such Employee(s) or (y) hiring on or after the Closing Date any Current Employees who are not Retained Employees as of the Closing Date or any Retained Employees whose employment with Operator terminates, other than any such termination which follows a solicitation that is prohibited by this Section.

(D) Seller acknowledges that a violation of any provision of this Section 4.20 will result in substantial and irreparable damage to Buyer for which Buyer will not have an adequate remedy at law and for which money damages would not be a sufficient remedy, and Seller agrees that, in addition to all other remedies, in the event of any violation or alleged or threatened violation of any of the provisions of this Section 4.20, Buyer shall be entitled to equitable relief, including temporary or permanent injunctive relief and specific performance, in each case without being required to prove irreparable harm or damages, post a bond or otherwise provide security. This provision shall not in any way limit such other remedies as may be available to Buyer at law or in equity.

ARTICLE V.
CONDITIONS TO THE BUYERS' OBLIGATIONS

The obligation of Buyer to make deliveries to Seller pursuant to Section 1.02 hereof and to consummate the other transactions contemplated hereby is subject to the satisfaction, on or before the Closing Date, of the following conditions each of which may be waived by Buyer in their sole discretion.

Section 5.01 Consents. Subject to Section 4.02 and Section 4.16, Operator shall have obtained the New Licenses and Required Certifications or, if applicable, written confirmation from the applicable Governmental Authorities that the change of ownership of the Facility to Operator has been approved and the New Licenses and/or Required Certifications will be issued to Operator following the Closing (the "**License Approval**").

Section 5.02 Closing Documents. Seller shall have delivered to the Closing Agent duly executed and acknowledged counterparts of the documents described in Section 7.02 and such other certificates, documents and instruments required by this Agreement.

Section 5.03 Title Policy. The Title Company shall be committed, subject only to the payment of its usual customary premium at the Closing, to issue the Title Policy to RE Buyer, insuring that fee simple title to the Real Property is vested in RE Buyer in accordance with Section 4.07, provided that Buyer has diligently pursued obtaining the Title Policy including, without limitation, by timely and completely responding to any inquiries or requests for information or clarification that Buyer or its agents and attorneys may receive from the title company and that all fees which may be due to the title company are timely and completely paid by Buyer, with fifty percent (50%) of such fees reimbursed by Seller pursuant to a Closing Statement adjustment.

Section 5.04 Representations, Warranties and Covenants. The representations and warranties of Seller herein contained (considered individually and collectively) shall be true in all material respects as stated herein, both when made and with the same effect as though made again as of the Closing Date, and Seller shall have performed all obligations and complied with all covenants required by this Agreement to be performed or complied with by Seller prior to the Closing Date. In addition, Seller shall have delivered to Buyer a certificate, dated as of the Closing Date, to such effect.

Section 5.05 No Actions, Suits or Proceedings. As of the Closing Date, no action, suit, survey, investigation or proceeding brought by any person, corporation, Governmental Authority or other entity shall be pending or threatened, before any court or governmental body (i) to restrain, prohibit, restrict or delay, or to obtain damages or a discovery order in respect of this Agreement or the consummation of the transactions contemplated hereby, or (ii) which has had or may have a Material Adverse Effect on the condition, financial or otherwise, or prospects of the Business. No order, decree, injunction, or judgment of any court or governmental body shall have been issued restraining, prohibiting, restricting or delaying, the consummation of the transactions contemplated by this Agreement. No insolvency proceeding of any character including without limitation, bankruptcy, receivership, reorganization, dissolution or arrangement with creditors, voluntary or involuntary, affecting a Seller or the Business shall be pending, and Seller shall not have taken any action in contemplation of, or which would constitute the basis for, the institution of any such proceedings and Seller shall have delivered to Buyer a certificate dated as of the Closing Date, to such effect.

Section 5.06 No Material Adverse Effect. Since the Effective Date, there shall have occurred, no event, circumstance or other change in Seller or the Facility that has had a Material Adverse Effect that has not been corrected or resolved on or prior to Closing (including any applicable cure period as set forth in Section 8.01) to Buyer' satisfaction as determined in their reasonable discretion.

Section 5.07 Out of Compliance. At the Closing Date, the Facility shall not be Out of Compliance, as defined in Section 10.22 hereof, provided that Seller shall have the ability to cure any Out of Compliance condition within the time periods provided by Applicable Law if such periods are otherwise acceptable to RE Buyer's lender (the "**Adjournment Period**"). Buyer shall not terminate this Agreement during the Adjournment Period.

A party (a "**Waiving Party**") may waives a condition precedent to its performance hereunder either by stating the same in writing or by proceeding with the Closing despite the fact that one or more conditions precedent to its performance have not been satisfied.

ARTICLE VI.
CONDITIONS TO SELLER'S OBLIGATIONS

The obligation of Seller to transfer the Purchased Assets to Buyer and to consummate the other transactions contemplated hereby is subject to the satisfaction, on or before the Closing Date, of the following conditions, each of which may be waived by Seller in its sole discretion:

Section 6.01 Purchase Price. Buyer shall have delivered the Purchase Price to the Closing Agent on the Closing Date and shall have authorized and directed the Closing Agent to pay the same to Seller.

Section 6.02 Closing Documents. Buyer shall have delivered to the Closing Agent duly executed and acknowledged counterparts of the documents described in Section 7.03 and such other certificates, documents and instruments required by this Agreement, and shall have authorized and directed the Closing Agent to release the same to Seller.

Section 6.03 Representations, Warranties and Covenants. The representations and warranties of Buyer herein contained (considered individually and collectively) shall be true in all material respects as stated herein, both when made and with the same effect as though made again as of the Closing Date, and Buyer shall have performed all obligations and complied with all covenants required by this Agreement to be performed or complied with by Buyer prior to the Closing Date. In addition, each Buyer shall have delivered to Seller a certificate, dated as of the Closing Date, to such effect.

Section 6.04 No Actions, Suits or Proceedings. As of the Closing Date, no action, suit, survey, investigation or proceeding brought by any Person, corporation, Governmental Authority or other entity shall be pending or threatened, before any court or governmental body (i) to restrain, prohibit, restrict or delay, or to obtain damages or a discovery order in respect of this Agreement or the consummation of the transactions contemplated hereby. No order, decree, injunction, or judgment of any court or governmental body shall have been issued restraining, prohibiting, restricting or delaying, the consummation of the transactions contemplated by this Agreement. No insolvency proceeding of any character including without limitation, bankruptcy, receivership, reorganization, dissolution or arrangement with creditors, voluntary or involuntary, affecting Buyer shall be pending, and Buyer shall not have taken any action in contemplation of, or which would constitute the basis for, the institution of any such proceedings and Buyer shall have delivered to Seller a certificate dated as of the Closing Date, to such effect.

Section 6.05 License Condition. Operator shall have received the License Approval.

ARTICLE VII.
THE CLOSING AND CERTAIN CLOSING DOCUMENTS

Section 7.01 Time and Place of Closing. Upon the terms and subject to the satisfaction or waiver of the conditions contained in this Agreement, the closing of the transactions contemplated by this Agreement (the "**Closing**") shall take place by mail, or in person at the office of Peterson & Myers, P.A. (the "**Closing Agent**"), on the later of (i) the date that is thirty (30) days following the expiration of the Due Diligence Period or (ii) the date that is ten (10) days following Operator's receipt of the License Approvals and Governmental Authorizations or (iii) such other date that has been mutually agreed by the Parties (the "**Closing Date**"). The Closing shall be effective as of 12:01 a.m. EST on the Closing Date (the "**Effective Time**").

Section 7.02 Seller's Closing Documents. At the Closing, Seller will deliver or cause to be delivered to Buyer the following:

(A) All required consents of third parties to the sale conveyance, transfer, assignment and delivery of the Purchased Assets, as set forth on Schedule 7.02(A);

(B) A certificate of an officer of Seller certifying as of the Closing Date: (i) a true, correct, and complete copy of its Certificate of Formation and all amendments thereto as in effect on the Closing Date; (ii) a true, correct, and complete copy of the resolutions approved and adopted by Seller authorizing and approving the execution, performance and delivery of this Agreement and the transactions contemplated by this Agreement; and (iii) the incumbency of the duly authorized officers of Seller;

(C) The affidavits of Seller certifying as to its non-foreign status in accordance with Section 1445(b)(2) of the Code;

(D) Evidence of Tail Insurance Coverage;

(E) The Escrow Agreement as contemplated in Section 9.06 duly executed by the Seller;

(F) The certificates from Seller as contemplated in Section 5.04 and 5.05;

(G) The Deed duly executed by Seller;

(H) The RE Assignment and Assumption Agreement duly executed by Seller;

(I) The Operations Assignment and Assumption Agreement duly executed by Seller;

(J) The RE Bill of Sale duly executed by Seller;

(K) The Operations Bill of Sale duly executed by Seller;

(L) Such usual and customary affidavits and indemnities as the Title Company may reasonably require, including, without limitation, a so-called owner's affidavit in such form as will permit the Title Company to issue its title policy without exceptions for Parties-in-possession (other than the residents and Operator) or mechanic's liens or other so-called "standard exceptions" that are routinely deleted with a title affidavit; and

(M) All other documents, instruments and writings required to be delivered by Seller at or prior to the Closing Date pursuant to this Agreement or otherwise required in connection herewith.

Section 7.03 Buyer' Closing Documents. At the Closing, Buyer will deliver or cause to be delivered to Seller the following:

(A) The balance of the Purchase Price payable to Seller, as provided herein;

(B) The RE Assignment and Assumption Agreement duly executed by Buyer;

(C) The Operations Assignment and Assumption Agreement duly executed by the Operator;

(D) The certificates from Buyer as contemplated in Section 6.03 and 6.04; and

(E) All other documents, instruments and writings required to be delivered by Buyer at or prior to the Closing Date pursuant to this Agreement or otherwise required in connection herewith.

ARTICLE VIII.
TERMINATION

Section 8.01 Events of Termination. Prior to the Closing, this Agreement may be terminated and the transactions contemplated hereby abandoned as follows:

(A) by the mutual written consent of the Parties;`

(B) by Seller upon a breach in any material respect of any covenant or agreement on the part of Buyer set forth in this Agreement, or if any representation or warranty of Buyer shall have been materially breached or shall have been or become materially untrue, which breach is not cured within thirty (30) days of receipt of written notice of such breach;

(C) by Buyer upon a breach in any material respect of any covenant or agreement on the part of Seller set forth in this Agreement, or if any representation or warranty of Seller shall have been materially breached or shall have been or become materially untrue, which breach is not cured within thirty (30) days of receipt of written notice of such breach;

(D) by Buyer pursuant to Sections 4.03, 4.07, 4.08 and 4.11;

(E) by Buyer if AHCA, CMS, or any other Governmental Authority fails or refuses to grant the permits and licenses necessary for Buyer to operate the Facility and the Business, provided that Buyer has diligently pursued the Application and other permit or license applications and transfers including, without limitation, by providing any supplemental information, documents or payments as many be required by AHCA or other regulatory agencies;

(F) by Buyer, if Buyer's conditions to Closing set forth in Article V has not been satisfied by the date that is the later of (i) the Closing Date, or (ii) five (5) business days after the conclusion of any Adjournment Period (the "**Outside Closing Date**"); provided, however, that the right to terminate this Agreement under this Section 8.01(F) shall not be available to Buyer if Buyer's breach of its representations and warranties in this Agreement or its failure to perform any of its covenants and agreements under this Agreement shall have been a cause of, or resulted in, the failure of the condition to Closing to be satisfied by the Outside Closing Date; or

(G) by Seller, if Seller's conditions to Closing set forth in Article VI has not been satisfied by the Outside Closing Date; provided, however, that the right to terminate this Agreement under this Section 8.01(F) shall not be available to Seller, if Seller's breach of its representations and warranties in this Agreement or its failure to perform any of its covenants and agreements under this Agreement shall have been a cause of, or resulted in, the failure of the condition to Closing to be satisfied by the Outside Closing Date.

Upon any termination by Buyer pursuant to Section 8.01 (A), (C), (D) and/or (E), Buyer's sole remedy shall be a refund of the Deposit, after which the parties shall have no further rights or obligations hereunder except as otherwise expressly provided in this Agreement; provided, however, if either party terminates this Agreement due to a breach or default by the other party which breach or default is caused by any fraudulent or intentional misconduct [or refusal to act] by the breaching or defaulting party under this Agreement, then the breaching or defaulting party shall reimburse the non-breaching or -defaulting party for its actual, direct and reasonable out-of-pocket costs in connection with this Agreement. Subject to the foregoing, upon any termination by Seller pursuant to Section 8.01(B) and/or (G), Seller's sole remedy shall be to terminate this Agreement and, if Seller terminates this Agreement pursuant to Section 8.01 (B) or (G) due to a breach or default by Buyer under this Agreement, the Deposit shall be paid to Seller by the Escrow Agent as liquidated damages for Buyer's default and as Seller's exclusive remedy. The Parties agree that it would be extremely difficult or impossible to determine either party's actual damages on

account of a termination under this Section 8.01 and that the amounts set forth above are a reasonable estimate of liquidated damages for each Party.

Section 8.02 Exclusive Remedies and Rights. In the event of a breach of this Agreement prior to the Closing: (a) if the breach is by a Seller, Buyer shall be entitled to their termination rights and remedies pursuant to Section 8.01 or, alternatively, Buyer may seek specific performance to compel Seller's compliance with this Agreement; and (b) if the breach is by Buyer, Seller shall be entitled to its termination rights pursuant to Section 8.01. The termination rights and remedies set forth in this Article VIII shall be the exclusive remedies of the Parties.

ARTICLE IX.
INDEMNIFICATION

Section 9.01 Survival. All representations, warranties, covenants, and agreements made in this Agreement shall survive the Closing for a period of two (2) years following the Closing Date. Recapture Claims shall survive the Closing until the expiration of the applicable statute of limitations. All covenants and agreements of the Parties contained herein and Fundamental Representations shall survive until the earlier of (x) the period explicitly specified therein or (y) the expiration of the applicable statute of limitations. A Party must notify the other Party of any alleged breach of any such representation or warranty promptly upon the Party learning of the facts giving rise to such Claim. No action or proceeding may be commenced against any Party for any breach of any such representation or warranty after the end of any applicable survival period unless either Party has provided written notice of a Claim prior to the end of the applicable survival period and has thereafter pursued resolution of the Claim within six (6) months after expiration of the applicable survival period. Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching Party to the breaching Party prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of the relevant representation or warranty and such claims shall survive until finally resolved in accordance with the requirements contained herein.

Section 9.02 Indemnification by Seller. If Closing occurs, then subject to the terms of this Article IX, Seller, shall, to the limited extent permitted by law, without in any manner waiving its rights of sovereign immunity or increasing the limits of liability set forth in Section 768.28, Florida Statutes, and unless otherwise covered by policies of insurance, indemnify, defend, and hold Buyer and their respective officers, directors, employees, successors and assigns harmless from, against and with respect to any claim, liability, obligation, loss, damage, assessment, judgment, cost or expense of any kind or character, including reasonable attorneys' fees (the "**Damages**") (whether absolute, accrued, contingent or otherwise), to the extent that the same arise out of or relate or are attributable to:

(A) any breach of Seller's representations and warranties in this Agreement;

(B) any failure by Seller to perform or observe, or to have performed or observed, in full, any covenant, agreement or condition to be performed or observed by it under this Agreement; and

(C) the operation of the Business prior to the Closing Date or the ownership of the Purchased Assets prior to the Closing Date, whether or not such Damages were known on such date, including, without limitation, any Excluded Liability or activities of the Facility, Sellers, or their affiliates prior to the Closing Date, but excluding any obligations or liabilities of Seller expressly assumed by RE Buyer or Operator as set forth herein; and

(D) Recapture Claims.

Section 9.03 Indemnification by Buyer. If Closing occurs, then subject to the terms of this Article IX, Buyer shall indemnify, defend, and hold Seller and its officers, directors, employees, successors and assigns harmless from, against and with respect to any Damages (whether absolute, accrued, contingent or otherwise), arising out of or in any manner incident, relating or attributable to:

(A) any breach of any of Buyer' representations and warranties in this Agreement;

(B) any failure by Buyer to perform or observe, or to have performed or observed, in full, any covenant, agreement or condition to be performed or observed by it under this Agreement; and

(C) Operator's use of Seller's Provider Numbers and Provider Agreements; and

(D) the operation of the Business on or after the Closing Date or the ownership of the Purchased Assets on and after the Closing Date or activities of the Facility, Buyer, or their affiliates on or after the Closing Date.

Section 9.04 Indemnity Claims.

(A) If any indemnity Claim (an "**Indemnity Claim**") is asserted by a Party as to which such Party may be entitled to indemnification hereunder, such Party (an "**Indemnified Party**") shall notify (the "**Claims Notice**") the other Party (an "**Indemnifying Party**") required by the terms of this Agreement to indemnify the Indemnified Party within ten (10) Business Days; provided, however, the failure or delay by an Indemnified Party to give prompt notice of any Indemnity Claim (if given prior to the expiration of any applicable survival periods) shall not release, waive or otherwise affect an Indemnifying Party's obligations with respect to the Indemnity Claim, except to the extent that the Indemnifying Party can demonstrate actual material loss or prejudice as a result of such failure or delay.

(B) The Claims Notice shall describe the Indemnity Claim and the specific facts and circumstances in reasonable detail, shall include copies of any notices received by Indemnified Party relating to such Indemnity Claim, and shall indicate the amount, if known, or an estimate, if possible, of Damages that have been or may be incurred or suffered.

(C) The Indemnifying Party shall defend and may compromise (subject to the limitations set forth below) any Claim by a third Party ("**Third Party Claim**"), at its own expense and by its own counsel, who shall be reasonably acceptable to the Indemnified Party. The Indemnified Party may participate, at its own expense, in the defense of any Claim assumed by the Indemnifying Party. Without the approval of the Indemnified Party, the Indemnifying Party shall not compromise a Claim defended by the Indemnifying Party which would require the Indemnified Party to perform or take any action, to refrain from performing or taking any action, to admit to any wrongdoing, or to pay any amount to any Persons as a result thereof; provided, however, that the Indemnified Party shall be obligated to respond to requests by the Indemnifying Party in a reasonable amount of time.

(D) Notwithstanding anything in this Section 9.04 to the contrary, if an Indemnified Party determines in good faith that there is a reasonable probability that a proceeding may affect it or its affiliates adversely other than as a result of monetary damages for which it would be entitled to indemnification under this Agreement, the Indemnified Party may, by notice to the Indemnifying Party, assume the exclusive right to defend, compromise, or settle such proceeding, but the Indemnifying Party will not be bound by any determination of a proceeding so defended or any compromise or settlement effected without its consent (which may not be unreasonably withheld or delayed).

(E) If, within twenty (20) Business Days of the Indemnifying Party's receipt of a Claim Notice involving a Third Party Claim, the Indemnifying Party has not notified the Indemnified Party that the Indemnifying Party will assume the defense, the Indemnified Party may assume control of the defense or compromise of such Indemnity Claim, and the costs and expenses of such defense, including costs of investigation and reasonable attorneys' fees, shall be added to the damages associated with the Indemnity Claim. The Indemnified Party shall have the right to compromise such Indemnity Claim without the consent of the Indemnifying Party.

(F) The Party assuming the defense of any Indemnity Claim shall keep the other Party reasonably informed at all times of the progress and development of the Party's defense of and compromise efforts related to such Claim and shall furnish the other Party with copies of all relevant pleadings, correspondence and other papers. In addition, the Parties shall cooperate with each other, and make available to each other and their representatives all available relevant records or other materials required by them for their use in defending, compromising or contesting any Claim.

Section 9.05 Limitations on Liability. No party will have any right to indemnification unless the aggregate amount of all Damages incurred by the Indemnified Party exceeds Twelve Thousand Five Hundred Dollars ($12,500.00) (the "**Basket**"), provided that once this amount has been exceeded, the Indemnifying Party will be responsible from the first dollar in excess of any such Damages. The Seller's aggregate liability in respect of claims for indemnification shall be limited as specifically set forth in Section 9.02, above. The Basket shall not apply to claims arising out of Section 9.02(C), 9.02(D), 9.03(C), 9.03(D) or claims based upon fraud or willful misconduct.

Section 9.06 Indemnification Escrow. To secure Seller's indemnification obligations under this Article IX, an amount equal to Two Hundred Fifty Thousand Dollars ($250,000.00) (the "**Indemnification Escrow**") shall be deposited by Seller in escrow at Closing with the Escrow Agent, to be held pursuant to the the escrow instructions which are attached as Exhibit G (the "**Escrow Agreement**"). Anything herein to the contrary notwithstanding, Fifty Percent (50%) of the amount of the Indemnification Escrow remaining at the twelve-month anniversary of the Effective Date shall be paid to Seller within ten (10) days of the twelve-month anniversary of the Effective Date. The remaining Indemnification Escrow shall be paid to Seller within ten (10) days of the eighteen (18) month anniversary of the Effective Date.

ARTICLE X.
MISCELLANEOUS

Section 10.01 Seller's Knowledge. Where any representation or warranty contained in this Agreement is expressly qualified by reference to Seller's Knowledge or to the knowledge of Seller, such knowledge shall be to the actual knowledge of Marcia Andresen and Alice Brown (but only with respect to the Business) and Wade Allen (but only with respect to Facility real property and environmental) ("**Seller's Knowledge Persons**"), and what they should have known through the exercise of reasonable care and due inquiry. There shall be no personal liability on the part of Seller's Knowledge Persons arising out of any representations or warranties made herein and Seller's Knowledge Persons are named solely for the purpose of defining the scope of Seller's Knowledge.

Section 10.02 Notices. All notices, requests, consents and other communications hereunder shall be in writing, shall be addressed to the receiving Party's address set forth below or to such other address as a Party may designate by notice hereunder, and shall be either (i) delivered by hand, or (ii) sent by recognized overnight courier, or (iii) by electronic mail.

If to RE Buyer and Operator:	Millennial Property Investments Corp Blue Falcon Operations Corporation 1195 Swearingen Avenue Bartow, Florida 33830 Attn: Dan Jones E-mail: djjones9804@gmail.com
With a copy to:	Peterson & Myers, P.A. 225 East Lemon Street, Suite 300 Lakeland, Florida 33801 Attn: Michael J. Kincart, Esq. E-mail: mkincart@petersonmyers.com
If to Seller:	Polk County 330 W. Church Street Bartow, Florida 33831 Attn: Wade Allen, Real Estate Services Administrator E-mail: wadeallen@polk-county.net
With a copy to	FisherBroyles, LLP 4830 W. Kennedy Blvd., Ste. 600 Tampa, FL 33609 Attn: Radha Bachman, Esq. Email: radha.bachman@fisherbroyles.com

All notices, requests, consents and other communications hereunder shall be deemed to have been given: (i) if by hand, at the time of the delivery thereof to the receiving Party at the address of such Party set forth above; (ii) if sent by overnight courier, on the next Business Day following the day such notice is delivered to the courier service; or (iii) if made by electronic mail, at the time that delivery thereof has been acknowledged by electronic confirmation or otherwise. The address of any Party herein may be changed at any time by written notice to the Parties.

Section 10.03 Entire Agreement. This Agreement and the other Documents embody the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and supersede all prior oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in the other Documents shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement.

Section 10.04 Modifications and Amendments. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by authorized persons of each of the Parties hereto.

Section 10.05 Assignment/Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective heirs, personal representatives, successors and permitted assigns. This Agreement shall not be assignable by Seller or Buyer.

Section 10.06 Parties in Interest. Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement. Nothing in this Agreement shall be construed to create any rights or obligations except among the Parties hereto, and no person or entity shall be regarded as a third-party beneficiary of this Agreement.

Section 10.07 Governing Law. This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with and governed by the internal laws of the State of Florida without giving effect to the conflict of law principles thereof. Venue for any action brought hereunder shall be in the courts located in Polk County, Florida.

Section 10.08 Waiver of Jury Trial. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION BROUGHT ON OR WITH RESPECT TO THIS AGREEMENT, INCLUDING TO ENFORCE OR DEFEND ANY RIGHTS HEREUNDER, AND AGREES THAT ANY SUCH ACTION SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

Section 10.09 Severability. In the event that any court of competent jurisdiction shall finally determine that any provision, or any portion thereof, contained in this Agreement shall be void or unenforceable in any respect, then such provision shall be deemed limited to the extent that such arbitral tribunal determines it enforceable, and as so limited shall remain in full force and effect. In the event that such arbitral tribunal shall determine any such provision, or portion thereof, wholly unenforceable, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.

Section 10.10 Interpretation. The Parties hereto acknowledge and agree that: (i) the rule of construction to the effect that any ambiguities are resolved against the drafting Party shall not be employed in the interpretation of this Agreement, and (ii) the terms and provisions of this Agreement shall be construed fairly as to all Parties hereto and not in favor of or against any Party, regardless of which Party was generally responsible for the preparation of this Agreement.

Section 10.11 Headings and Captions. The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify, or affect, or be considered in construing or interpreting the meaning or construction of any of the terms or provisions hereof.

Section 10.12 Reliance. The Parties hereto agree that, notwithstanding any right of any Party to this Agreement to investigate the affairs of any other Party to this Agreement, the Party having such right to investigate shall have the right to rely fully upon the representations and warranties of the other Party expressly contained herein.

Section 10.13 Expenses. Each Party shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such Party) incurred in connection with this Agreement and the transactions contemplated hereby whether or not the transactions contemplated hereby are consummated including in any suit or arbitration brought to enforce any of the terms or provisions of this Agreement.

Section 10.14 Interpretation. All pronouns and any variation thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person or entity or the context may require.

Section 10.15 Counterparts. This Agreement may be executed in any number of multiple counterparts, each of which shall be deemed to be an original copy and all of which shall constitute one agreement, binding on all parties hereto. Delivery of an executed counterpart of a signature page to this Memorandum by facsimile or other electronic means (including in "PDF" format) shall be effective as delivery of a manually executed counterpart of this Memorandum. The words "executed", "execution", "signed", "signature", and words of like import in this Memorandum shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf",

"tif" or "jpg") and other electronic signatures (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

Section 10.16 Intentionally Omitted.

Section 10.17 No Waiver. No waiver of any term, provision or condition of this Agreement, in any one or more instances, shall be deemed to be effective unless in writing and signed by the Party granting the waiver. No waiver of any term, provision or condition of this Agreement, if any one or more instances, shall be deemed to be or be construed as a further or continuing waiver of any such term, provision or condition of this Agreement. No failure to act shall be construed as a waiver of any term, provision, condition or rights granted hereunder.

Section 10.18 No Joint Venture. Nothing contained herein shall be construed as forming a joint venture or partnership between the Parties hereto with respect to the subject matter hereof. The Parties hereto do not intend that any third party shall have any rights under this Agreement.

Section 10.19 Schedules and Exhibits. All exhibits, appendices, schedules and documents referred to in or attached to this Agreement shall be completed and agreed upon within fifteen (15) days prior to the Closing Date. All exhibits, appendices, schedules and documents referred to in or attached to this Agreement are integral parts of this Agreement as if fully set forth herein and all statements appearing therein shall be deemed to be representations.

Section 10.20 1031 Exchange. RE Buyer or Seller may in each party's sole discretion agree to consummate the purchase or sale of the Real Property as part of a so-called like kind exchange (the "Exchange") pursuant to Section 1031 of the Code, provided that: (a) the Closing shall not be delayed or affected by reason of the Exchange nor shall the consummation or accomplishment of the Exchange be a condition precedent or condition subsequent to RE Buyer's or Seller's obligations under this Agreement; (b) Seller shall not be required to take an assignment of the purchase agreement for the relinquished property or be required to acquire or hold title to any real property for purposes of consummating the Exchange; (c) a party performing an Exchange shall pay any additional costs that would not otherwise have been incurred had such party not consummated an Exchange; and (d) neither party's acquiescence to an Exchange shall affect or diminish in any manner its rights hereunder nor shall the party not performing an Exchange be responsible for compliance with or be deemed to have warranted to the other party that the Exchange in fact complies with Section 1031 of the Code.

Section 10.21 Radon. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

Section 10.22 Certain Definitions. For purposes of this Agreement, the following terms shall have the following meanings (all terms used in this Agreement which are not defined in this paragraph shall have the meanings set forth elsewhere in this Agreement):

(A) "Applicable Laws" any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

(B) "Claim" means any claim, action, litigation, inquiry, proceeding (arbitral, administrative, legal or otherwise, including any informal proceeding), cause of action, audit, suit, settlement, stipulation, hearing, investigation, charge, complaint, demand or similar matter.

(C) "Fundamental Representations" shall mean the representations and warranties set forth in Sections 2.01, 2.02, 2.03, 2.09, 3.01, 3.02, and 3.03.

(D) "Governmental Authority" shall mean any (a) federal, state, county or municipal government, or city, town, borough, village, district or other jurisdiction; (b) governmental or quasi-governmental entity of any nature (including Medicare administrative contractors and any agency, branch, department, board, commission, court, tribunal or other entity exercising governmental or quasi-governmental powers); and (c) anybody exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power.

(E) Intentionally Omitted.

(F) "Material Adverse Effect" means any event, change, set of circumstances or condition having or which reasonably could have a material adverse effect on the Facility, Purchased Assets, or the Business, financial conditions or operations of the Facility and/or could prevent or materially impair the consummation of the transactions set forth in this Agreement, including, without limitation, any of the following:

(1) the loss of any licensure, certification or other material permit necessary to operate the Facility as a skilled nursing facility, including the Facility having its operating license revoked, suspended, placed on probation, whether permanently or temporarily;

(2) the designation of the Facility by CMS as a "Special Focus Facility" under its Special Focus Facility Program; and

(3) the decertification of Seller or the Facility from or with respect to participation under Medicare, Medicaid or any other governmental health care program, including being suspended or limited from, or otherwise deemed ineligible for, or having any denial of payment or admissions or other limitation imposed with respect to, whether permanently or temporarily, participation in the Medicare and/or Medicaid reimbursement program, and that is not deemed to be cured and in compliance by the Closing Date; provided, that, for the avoidance of doubt, the following shall not constitute a "Material Adverse Effect": (a) any change in any Applicable Law or the interpretation thereof, (b) any change in GAAP or the interpretation thereof, (c) any events, changes, developments or occurrences generally affecting the industries in which the Business operates, (d) general economic, political or market conditions, (e) any disasters, calamities, emergencies, acts of war, sabotage or terrorism, or comparable events, or pandemics (including SARS-CoV-2 novel coronavirus), or an escalation or worsening of any of the foregoing, or (f) any breach by Buyer of this Agreement.

(G) "Out of Compliance" means a finding by a Governmental Authority of one or more deficiencies at the Facility at a "level G" or above in either (A) its most recent standard or complaint survey that has not found to have been corrected such that the Facility is found to be in substantial compliance with applicable health care laws by the applicable Governmental Authority, or (B) any prior survey that includes

a finding which requires a resurvey which resurvey has not taken place with a finding that the Facility was in substantial compliance.

(H) "Person" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

(I) "Tax" or "Taxes" means any and all (a) domestic or foreign, federal, state, or local taxes, charges, fees, levies, imposts, escheat for unclaimed property, duties and governmental fees or other like assessments or charges of any kind whatsoever, including income taxes (whether imposed on or measured by net income, gross income, income as specially defined, earnings, profits, or selected items of income, earnings, or profits), capital taxes, gross receipts taxes, environmental taxes, sales taxes, use taxes, value added taxes, goods and services taxes, accumulated earnings taxes, fuel taxes, transfer taxes, franchise taxes, license taxes, withholding taxes, or other withholding obligations, payroll taxes, employment taxes, excise taxes, severance taxes, social security premiums, workers' compensation premiums, employment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, ad valorem taxes, property taxes, windfall profits taxes, alternative or add-on minimum taxes, franchise permit fee or "bed taxes," and customs duties, (b) interest, penalties, fines, additions to tax or additional amounts imposed by any taxing authority in connection with (i) any item described in clause (a) or (ii) the failure to comply with any requirement imposed with respect to any Tax Returns and (c) liabilities in respect of any items described in clause (a) or clause (b) payable by reason of contract, assumption, transferee liability, operation of law or otherwise.

(J) "Tax Return" means any report, return, statement or other written information, including any schedules or attachments thereto and any amendment thereof, supplied or required to be supplied to a taxing authority in connection with Taxes.

[signature page follows]

IN WITNESS WHEREOF, Buyer and Seller have each caused this Agreement to be executed by its duly authorized officer all as of the day and year first above written.

BUYER:

Millennial Property Investments Corp,
a Florida not-for-profit corporation

By: _____
Name: _____
Title: _____

Blue Falcon Operations Corporation,
a Florida not-for-profit corporation

By: _____
Name: _____
Title: _____

SELLER:

Polk County,
a political subdivision of the State of Florida

By: _____
Name: _____
Title: _____

EXHIBITS

Exhibit A – Land Legal Description

Exhibit B- Form of Statutory County Deed

Exhibit C – Form of RE Assignment and Assumption Agreement

Exhibit D – Form of RE Bill of Sale

Exhibit E – Form of Operations Assignment and Assumption Agreement

Exhibit F – Form of Operations Bill of Sale

Exhibit G – Form of Escrow Agreement

SCHEDULES

Schedule 1.01(A)(2)(a) -	Tangible Personal Property
Schedule 1.01(A)(2)(d) -	Governmental Authorizations to be Assumed by Buyer
Schedule 1.01(B) -	Excluded Assets
Schedule 1.01(C)-	Ingress/Egress Easement
Schedule 1.03 -	Allocation of Purchase Price
Schedule 2.05 -	Employment and Labor Matters
Schedule 2.08 -	Governmental Approvals
Schedule 2.09(A) -	Material Licenses and Accreditations
Schedule 2.09(B) -	Outstanding Deficiencies
Schedule 2.09 (C) -	Medicaid and Medicare Provider Numbers
Schedule 2.09(D) -	Health Care Fraud Investigations
Schedule 2.09(G) -	Seller's Billing Practices
Schedule 2.09(H) -	Protected Health Information
Schedule 2.10(A) -	Material Compliance with Applicable Law
Schedule 2.11(B) -	Benefit Plans
Schedule 2.14 -	Material Contracts
Schedule 2.17 -	Seller's Litigation
Schedule 2.18(B) -	Compliance with Environmental Laws
Schedule 2.18(C) -	Absence of Hazardous Substances
Schedule 3.04 -	Buyer's Litigation
Schedule 4.05(A) -	Current Employees
Schedule 4.05(B) -	Retained Employees
Schedule 4.14(A) -	Resident Trust Funds
Schedule 4.20(B) -	Excluded Facilities
Schedule 7.02(A) -	Required Consents

DISCLOSURE SCHEDULES

TO

ASSET PURCHASE AGREEMENT

by and among

POLK COUNTY,

MILLENNIAL PROPERTY INVESTMENTS CORP,

and

BLUE FALCON OPERATIONS CORPORTION

Disclosure Schedules

These disclosure schedules (the "Disclosure Schedules") dated as of November 7, 2023, are contemplated by that certain Asset Purchase Agreement by and among **POLK COUNTY**, a political subdivision of the State of Florida ("Seller"), and **MILLENNIAL PROPERTY INVESTMENTS CORP**, a Florida not for profit corporation ("RE Buyer") and **BLUE FALCON OPERATIONS CORPORATION**, a Florida not for profit corporation ("Operator") (RE Buyer and Operator are collectively referred to as the "Buyer"), dated as of November 7, 2023 (the "Agreement").

Unless otherwise defined herein, capitalized terms used but not defined in these Schedules shall have the meanings given to such capitalized terms in the Agreement.

Any matter, information or item disclosed under any specific representation or warranty or in a Disclosure Schedule, shall be deemed to have been disclosed for all purposes of the Agreement in response to every representation or warranty in the Agreement in respect of which such disclosure is reasonably apparent and the facts relevant to such disclosure are set forth in reasonable detail. The inclusion of any matter, information or item in the Disclosure Schedules shall not be deemed to constitute an admission of any liability by the parties to any third party or otherwise imply that any such matter, information or item is material or create a measure for materiality for the purposes of the Agreement.

Schedule 1.01(A)(2)(a)

Tangible Personal Property

beds plus any reserve beds	Sixty (60)
electric bed frames	Sixty (60)
Bedding for all beds plus any additional bedding	All bed linen rented through Alsco (sheets, blankets, etc.)
Chairs in rooms	Sixty (60)
Dressers in rooms	Sixty (60)
Televisions in room	
Fans	
Patient lifts	
Food trays	
Kitchen appliances	
Kitchen and dining utensils	
Commodes	
Lift chairs	
Wheel chairs	
Shower chairs	
Shower mats	
Grab bars	
Bed rails	
Walkers	
Canes	
Window blinds	
Wall fixtures	
Table over bed	
Medicine carts	
Medical supplies	
Exam tables	
Common area chairs	
Common area television	
Common area table	
Medical monitor	
Mobile work station	
Toiletry	
Towels	All towels rented through Alsco
PPE	
Condensers	Seven (7)
Well Pressure Tank	One (1)
Air Handler	Seven (7)

Irrigation Timer	One (1)
Water Heater	Two (2)
Washers	Three (3)
Dryers	Three (3)
Soap Dispenser	One (1)
Exhaust Fan	One (1)
ATS	Four (4)
General Base Tank	One (1)
Generator	One (1)
Boiler	One (1)
Expansion Tanks	Three (3)
Circulation Pumps	Two (2)
Ice Machines	Two (2)
Bar Sinks	Two (2)
Phone System	One (1)
Intercom System	One (1)
Curtains	
Bathtub	
Showers	
Cabinets	
Stretchers	

Schedule 1.01(A)(2)(c)

Governmental Authorizations to be Assumed by Buyer

1. Florida Department of Environmental Protection License for Storage Tank/Generator Fuel
2. Florida Department of Health Pharmacy License
3. CMS CLIA License
4. AHCA Nursing Home License

Schedule 1.01(B)

Excluded Assets

- Seller's cash and cash equivalents.
- All insurance policies in the name of Seller and/or Facility.
- All refunds or reimbursements of whatever nature or description which relate to or are attributable to the period prior to the Closing Date and all deposits, escrowed funds and similar funds.
- All claims, disputes and litigation against third parties, and all amounts of any nature or description relating thereto, to the extent such dispute, claim or litigation is related to the period prior to the Closing Date; except the right to bill and collect for Seller's Accounts Receivable which is being transferred to Buyer pursuant to this Agreement.
- Corporate records of Seller including, but not limited to, minute books, charter documents, record books and other similar books and records pertaining to the organization, existence or capitalization of Seller).
- Contracts, leases, and agreements not included in the Assumed Contracts and all rights thereunder.
- Any equipment that is leased or not the property of Seller, including telephone system and VoIP phone system.
- Closed patient records and closed employee records.
- Software that is (i) not freely transferrable by the terms of any license agreement respecting the same, or (ii) used by Seller or its affiliates for purposes beyond the Facility, including as part of a larger corporate, administration, management and/or record keeping system respecting Seller's other properties and businesses.
- Telephone numbers, telephone listings, social media pages, websites, domain names, and marketing materials belonging to Seller.
- Seller's attorney-client privilege.
- Computers, laptops, tablets.

Schedule 1.01(C)

Ingress/Egress Easement Legal Description and Sketch

A parcel of land being a portion of the Northeast 1/4 of the Southwest 1/4 of Section 09, Township 30 South, Range 25 East, Polk County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 09; thence South 00°02’13 East, along the west line of said Northeast 1/4 of the Southwest 1/4, a distance of 530.06 feet to the **Point of Beginning:** thence departing said west line, North 89°27’07” East, 235.85 feet; thence North 89°32’14” East, 204.60 feet; thence South 02°27’46” East, 36.50 feet; thence South 88°04’14” West, 222.81 feet; thence South 88°37’55” West, 97.79 feet, to the point of curvature of a curve concaved southeasterly, having a radius of 138.49 feet, a central angle of 27°23’29”, a chord distance of 65.58 feet, and a chord bearing of South 74°56’10” West; thence southwesterly along the arc of said curve, 66.21 feet, to the point of tangency; thence South 61°14’26” West, 66.14 feet, to said west line; thence North 00°02’13” West, along said west line, 84.12 feet to the **Point of Beginning.**

Less and Except the west 30.00 feet for Golfview Avenue.

Containing 0.36 acres more or less.

Schedule 1.03

Allocation of Purchase Price

Purchase Price - $5,000,000

Allocation of Purchase Price:

Class V Assets - $5,000,000 ($4,000,000 land/building; $1,000,000 tangible assets)

Schedule 2.05

Employment and Labor Matters

None.

Schedule 2.08

Governmental Approvals

1. Polk County Board of County Commissioners will need to approve the Agreement, the transaction contemplated by the Agreement, and any supporting documents required to effectuate the Agreement and transaction.

2. The Florida Agency for Health Care Administration Approval of Change of Ownership Application for Skilled Nursing Facility License.

3. The Florida Agency for Health Care Administration Approval of Change of Ownership Application for Medicaid Participation.

4. The Florida Department of Health Approval of Change of Ownership Application for Pharmacy Permit.

5. Buyer is applying for a new Medicare Provider Number and Agreement.

Schedule 2.09(A)

Material Licenses and Accreditations

License Name	License Number	Issuing Entity
Nursing Home	14790951	Agency for Health Care Administration
Medicare ID	105823	Medicare
Medicaid ID	020253300	Medicaid
National Provider Identifier	1376684951	Centers for Medicare and Medicaid Services
Clinical Laboratory License (Certificate of Waiver)	10D0645611	Centers for Medicare and Medicaid Services
Biomedical Waste Operating Permit	53-64-00824	Florida Department of Health
Pharmacy	PH2160	Florida Department of Health

Schedule 2.09(B)

Outstanding Deficiencies

There are no outstanding deficiencies however, the Facility is in the window for its Annual Recertification Inspection. The last inspection was completed 2/16/2022.

Schedule 2.09(C)

Medicaid and Medicare Provider Numbers

License Name	License Number	Issuing Entity
Medicare ID	105823	Medicare
Medicaid ID	020253300	Medicaid

Beds are dually Medicare and Medicaid.

Schedule 2.09(D)

Health Care Fraud Investigations

None.

Schedule 2.09(G)

Seller's Billing Practices

None for all the above except for a pending audit. The Facility's cost report for the period ending 9/30/22 was selected for examination. The required documentation was submitted on 9/22/2023 to CPA firm-Myers and Stauffer LC. Results of the audit are pending.

Schedule 2.09(H)

Protected Health Information Practices

None.

Schedule 2.10(A)

Material Compliance with Applicable Law

None for all the above except for a pending audit. The facility's cost report for the period ending 9/30/22 was selected for examination. The required documentation was submitted on 9/22/2023 to CPA firm-Myers and Stauffer LC. Results of the audit are pending.

Schedule 2.11(B)

Benefit Plans

State Employee Plans as defined in Section 2.11(a).

Schedule 2.14

Material Contracts

1. 22nd Century Technologies - Countywide Temporary Labor Vendor
2. A1 Shredding & Recycling Inc.
3. AA Southwest LLC DBA AllShifts
4. Alsco
5. Boring- Countywide contract
6. Cornerstone Quality Cleaning Service
7. Gem Supply
8. GroveMed Incontinent
9. GroveMed Various Med Supplies
10. Guardian Pharmacy
11. Liquid O2 Transfills Inc
12. Matrix Care
13. Medical Mega
14. Medi-Health Care
15. Moser International Inc
16. ProMed HealthCare Services
17. Saltmarsh
18. Select Rehabilitation
19. Senior TV
20. Sun Surgical
21. Tri - County Human Services
22. Georgia Sasser Consulting Inc
23. Boring -Rohr Home Printers
24. Boring -Rohr Home Printers
25. Konica Minolta Bizhub C759
26. Healthcare Environmental Services
27. Inovalon Provider, Inc.
28. Eccolab Group
29. MobilexUSA(Trident)
30. New Source Medical(Specialty Mattress)

Schedule 2.17

Seller's Litigation

None.

Schedule 2.18(B)

Compliance with Environmental Laws

None.

Schedule 2.18(C)

Absence of Hazardous Substances

Radon Assessment, dated October 13, 2023, carried out by Apollo Environmental, Inc. showing that sixteen (16) of the eighteen (18) test sites have resulted in levels that are above the EPA response level of 4.0 pico Curies per Liter. This report has been shared with Buyer.

Schedule 3.04

Buyer's Litigation

None.

Schedule 4.05(A)

Current Employees

Employee Name	Accrued Time Off	Salary/Hourly Wage	Commencement Date (DOH)	Position
Reena Pramod, RN		$93,600.00/$45/hr.	4/5/2021	Interim DON
Glenda Berrios Cora, RN		$29.97/hr.	8/3/2020	Infection Preventionist/Staff Development Coordinator
Gloria Gasperak, RN		$33.29/hr.	8/14/2018	MDS Coordinator (PT)
Joshua Wilson		$21.71/hr.	5/21/2007	Social Worker
Pamela Jones		$22.56/hr.	9/20/2010	Activities Director
Alice Bourque		$25.55/hr.	9/30/2005	LPN
Darrica Kennon		$21.45/hr.	1/31/2006	LPN
Tonya Crowder		$27.07/hr.	2/28/2014	LPN
Jocelyn Bell		$18.29/hr.	12/7/2015	CNA
Von'Drea Brown		$17.33/hr.	8/5/2019	CNA
Judith Frank		$19.26/hr.	4/1/2004	CNA
Merlene Deroncelley		$19.26/hr.	12/18/2006	CNA
Natividad Sanchez		$19.26/hr.	12/9/2002	CNA
Corrina Ortiz		$17.01/hr.	6/17/2019	CNA
Sheree Jones		$19.26/hr.	6/5/2006	CNA
Mary Burchfield		$19.26/hr.	11/28/2006	CNA (PT)
Julian Garcia		$18.59/hr.	9/8/1992	Lead Housekeeper
Esperanza Santiago		$15.45/hr.	11/25/2013	Housekeeper
Petra Hernandez		$15.76/hr.	1/16/1998	Housekeeper
Eloisa Miramontes		$15.45/hr.	6/30/2014	Housekeeper

- Secretary (Caitlyn Thomas) Contracted through temporary labor company 22nd Century - $15.45/hr.
- Interim Administrator (Maria Rivera) Contracted through temporary labor company-22nd Century - $51.75/hr. ****14% upcharge is added to each contracted hourly wage.**

Schedule 4.05(B)

Retained Employees

All employees listed on Schedule 4.05(A) EXCEPT the Interim Administrator.

Schedule 4.14(A)

Resident Trust Funds

To be provided by Seller to Buyer prior to Closing.

Schedule 4.20(B)

Excluded Facilities

None.

Schedule 7.02(A)

Required Consents

Subject to Schedule 2.08 “Governmental Approvals”, none.

Schedule 1.01(B)
Excluded Assets

- Seller's cash and cash equivalents.
- Seller's accounts receivable.
- All insurance policies in the name of Seller and/or Facility.
- All refunds or reimbursements of whatever nature or description which relate to or are attributable to the period prior to the Closing Date and all deposits, escrowed funds and similar funds.
- All claims, disputes and litigation against third parties, and all amounts of any nature or description relating thereto, to the extent such dispute, claim or litigation is related to the period prior to the Closing Date.
- Corporate records of Seller including, but not limited to, minute books, charter documents, record books and other similar books and records pertaining to the organization, existence or capitalization of Seller).
- Contracts, leases, and agreements not included in the Assumed Contracts and all rights thereunder.
- Any equipment that is leased or not the property of Seller, including copy machines and computer hardware.
- Closed patient records and closed employee records.
- Software that is (i) not freely transferrable by the terms of any license agreement respecting the same, or (ii) used by Seller or its affiliates for purposes beyond the Facility, including as part of a larger corporate, administration, management and/or record keeping system respecting Seller's other properties and businesses.
- Seller's IT equipment, vehicles, telephone numbers, telephone listings, social media pages, websites, domain names, and marketing materials located at the Facility.
- Seller's attorney-client privilege.
- Computers, laptops, and network infrastructure (3 switches and 33 Wireless Access Points)

EXHIBIT A
LEGAL LAND DESCRIPTION

Property Addresss:

2120 MARSHALL EDWARDS DRIVE, BARTOW, FLORIDA 33830

Legal:

A parcel of land being a portion of the Northeast 1/4 of the Southwest 1/4 of Section 09, Township 30 South, Range 25 East, Polk County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 09; thence South 00°02'13 East, along the west line of said Northeast 1/4 of the Southwest 1/4, a distance of 341.80 feet to the south line of Rohr Drive as depicted on SWEETS SUBDIVISION UNIT ONE, as recorded in Plat Book 52, Page 7, Public Records of Polk County, Florida; thence North 89°00'24" East, along said south line, 30.00 feet to the **Point of Beginning:** thence continue North 89°00'24" East, along said south line, 416.00 feet; thence South 00°14'11" East, 184.68 feet; thence South 87°32'14" West, 210.94 feet; thence South 89°27'07" West, 205.84 feet to a line being 30.00 feet east of and parallel with said west line; thence North 00°02'13" West, 188.50 feet to the **Point of Beginning.**

Containing 1.8 acres, more or less.

TOGETHER WITH

That certain parking lot adjacent to the above described property, which shall be more completely described in a survey performed by Seller and acceptable to Buyer.

EXHIBIT B
FORM OF STATUTORY COUNTY DEED

See attached.

This instrument prepared under the direction of:
R. Wade Allen, Administrator
Polk County Real Estate Services
P. O. Box 9005, Drawer RE 01
Bartow, Florida 33831-9005
By: Scott C. Lowery

Parcel ID Nos.: 253009-000000-041040 and
253009-000000-041020 (Portion)

COUNTY DEED

THIS DEED, made this _____ day of _____, 202___, by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to **MILLENNIAL PROPERTY INVESTMENTS CORP,** a Florida not-for-profit corporation, whose address is 1195 Swearingen Avenue, Bartow, Florida 33830, Grantee.

WITNESSETH: That the Grantor, for and in consideration of the sum of $1.00, to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has Granted, bargained, and sold to Grantee, its successors and assigns forever, all the right, title, interest, including interests, if any, in rights which may have been reserved by operation of Section 270.11 Florida Statutes, claim, and demand, which the Grantor has in and to the following described land lying, and being in Polk County, Florida, to wit:

> A parcel of land being a portion of the Northeast 1/4 of the Southwest 1/4 of Section 09, Township 30 South, Range 25 East, Polk County, Florida, being more particularly described as follows:
>
> **Commence** at the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 09; thence South 00°02’13 East, along the west line of said Northeast 1/4 of the Southwest 1/4, a distance of 341.80 feet to the south line of Rohr Drive as depicted on SWEETS SUBDIVISION UNIT ONE, as recorded in Plat Book 52, Page 7, Public Records of Polk County, Florida; thence North 89°00’24” East, along said south line, 30.00 feet to the **Point of Beginning:** thence continue North 89°00’24” East, along said south line, 416.00 feet; thence South 00°14’11” East, 184.68 feet; thence South 87°32’14” West, 210.94 feet; thence South 89°27’07” West, 205.84 feet to a line being 30.00 feet east of and parallel with said west line; thence North 00°02’13” West, 188.50 feet to the **Point of Beginning.**

IN WITNESS WHEREOF, said Grantor has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chair or Vice-Chair of said board, the day and year aforesaid.

ATTEST:
Stacy M. Butterfield
Clerk to the Board

By: _____
Deputy Clerk
(Seal)

GRANTOR:

Polk County, Florida

By: _____
, Chair
Board of County Commissioners

EXHIBIT C

FORM OF RE ASSIGNMENT AND ASSUMPTION AGREEMENT

See attached.

ASSIGNMENT, ASSUMPTION, CONSENT, AND ACKNOWLEDGMENT

THIS ASSIGNMENT, ASSUMPTION, CONSENT, AND ACKNOWLEDGMENT ("Assignment") is made and entered into with an effective date of _____, 202__ (referred to below as the "Effective Date"), by and between **MILLENNIAL PROPERTY INVESTMENTS CORP**, a Florida not for profit corporation ("Assignee"), **POLK COUNTY, FLORIDA**, a political subdivision of the State of Florida ("Assignor"), and _____, a _____ ("Vendor").

WHEREAS, Assignor and Vendor are parties to that certain _____ with an Effective Date of _____ (the "Agreement"), a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, Assignor desires to assign the Agreement to Assignee as of the Effective Date; and

WHEREAS, Vendor approves of the assignment of the Agreement to Assignee; and

WHEREAS, Assignee desires to accept assignment of the Agreement and assume the performance of all terms, covenants, and conditions of the Agreement from and after the Effective Date.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein and for other good and valuable consideration, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are true and correct, and are incorporated herein by reference as part of this Assignment.

2. Assignment. Assignor hereby assigns the Agreement to Assignee and Assignee hereby accepts the assignment of the Agreement, as of the Effective Date.

3. Assumption. Assignee hereby agrees to assume the performance of all terms, covenants, and conditions of the Agreement from and after the Effective Date.

4. Consent and Ratification. Vendor hereby consents, as of the Effective Date, to the assignment of the Agreement. Vendor hereby ratifies and confirms that Exhibit A contains a true and correct copy of the current and only agreement between Vendor and Assignor.

5. Acknowledgments. Vendor and Assignee agree to be bound by the terms and conditions set forth in the Agreement.

6. Binding Effect. This Assignment is binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto.

7. Notices. Vendor and Assignee hereby agree that on and after the Effective Date, and pursuant to Section _____ of the Agreement, all notices, requests, demands and other communications to Vendor and to Assignee shall be sent or delivered as follows:

To Vendor: (insert name and address)

To Assignee: Millennial Property Investments Corp.
2120 Marshall Edwards Drive
Bartow, Florida 33830
Attn: Dan Jones, President

IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the Effective Date.

MILLENNIAL PROPERTY INVESTMENTS CORP.

By: _____
Print Name:_____
Title:_____

POLK COUNTY, FLORIDA

By: _____
Print Name:_____
Title: Chair, Board of County Commissioners

(VENDOR NAME)

By: _____
Print Name:_____
Title:_____

1384908_1

EXHIBIT "A"

Agreement

(to be inserted)

EXHIBIT D
FORM OF RE BILL OF SALE

See attached.

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **POLK COUNTY, FLORIDA**, a political subdivision of the State of Florida ("Seller"), for good and valuable consideration it has received from **MILLENNIAL PROPERTY INVESTMENTS CORP**, a Florida not-for-profit corporation ("Buyer"), the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the Buyer the "Real Property", as such term is defined in that certain Asset Purchase Agreement by and between Seller and Buyer, among other parties, of even date herewith (the "Purchase Agreement").

TO HAVE AND TO HOLD the same unto the Buyer forever.

Buyer acknowledges that Seller makes no representation or warranty with respect to the assets being conveyed hereby except as specifically set forth in the Purchase Agreement.

.

IN WITNESS WHEREOF, Seller has hereunto set its hand and seal the _____ day of _____, 202__.

ATTEST:

By:_____
Name: Stacy M. Butterfield
Title: Clerk to the Board of County Commissioners

POLK COUNTY, FLORIDA

By:_____
Print Name:_____
Title: Chair, Board of County Commissioners

STATE OF FLORIDA
COUNTY OF POLK.

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, on this _____ day of _____, 202__, by _____, as Chair of the Board of County Commissioners of Polk County, Florida, a political subdivision of the State of Florida, for and on behalf of said county, who [ ] is personally known to me or who [ ] has produced a Florida driver's license as identification.

_____
Notary Public
Print Name:_____
My commission expires:_____

1384883_1

EXHIBIT E

FORM OF OPERATIONS ASSIGNMENT AND ASSUMPTION AGREEMENT

See attached.

ASSIGNMENT, ASSUMPTION, CONSENT, AND ACKNOWLEDGMENT

THIS ASSIGNMENT, ASSUMPTION, CONSENT, AND ACKNOWLEDGMENT ("Assignment") is made and entered into with an effective date of _____, 202__ (referred to below as the "Effective Date"), by and between **BLUE FALCON OPERATIONS CORPORATION**, a Florida not for profit corporation ("Assignee"), **POLK COUNTY, FLORIDA**, a political subdivision of the State of Florida ("Assignor"), and _____, a _____ ("Vendor").

WHEREAS, Assignor and Vendor are parties to that certain _____ with an Effective Date of _____ (the "Agreement"), a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, Assignor desires to assign the Agreement to Assignee as of the Effective Date; and

WHEREAS, Vendor approves of the assignment of the Agreement to Assignee; and

WHEREAS, Assignee desires to accept assignment of the Agreement and assume the performance of all terms, covenants, and conditions of the Agreement from and after the Effective Date.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein and for other good and valuable consideration, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are true and correct, and are incorporated herein by reference as part of this Assignment.

2. Assignment. Assignor hereby assigns the Agreement to Assignee and Assignee hereby accepts the assignment of the Agreement, as of the Effective Date.

3. Assumption. Assignee hereby agrees to assume the performance of all terms, covenants, and conditions of the Agreement from and after the Effective Date.

4. Consent and Ratification. Vendor hereby consents, as of the Effective Date, to the assignment of the Agreement. Vendor hereby ratifies and confirms that Exhibit A contains a true and correct copy of the current and only agreement between Vendor and Assignor.

5. Acknowledgments. Vendor and Assignee agree to be bound by the terms and conditions set forth in the Agreement.

6. Binding Effect. This Assignment is binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto.

7. Notices. Vendor and Assignee hereby agree that on and after the Effective Date, and pursuant to Section _____ of the Agreement, all notices, requests, demands and other communications to Vendor and to Assignee shall be sent or delivered as follows:

To Vendor: (insert name and address)

To Assignee: Blue Falcon Operations Corporation
2120 Marshall Edwards Drive
Bartow, Florida 33830
Attn: Dan Jones, President

IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the Effective Date.

BLUE FALCON OPERATIONS CORPORATION

By: _____
Print Name:_____
Title:_____

POLK COUNTY, FLORIDA

By: _____
Print Name:_____
Title: Chair, Board of County Commissioners

(VENDOR NAME)

By: _____
Print Name:_____
Title:_____

1384950_1

EXHIBIT "A"

Agreement

(to be inserted)

EXHIBIT F
FORM OF OPERATIONS BILL OF SALE

See attached.

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **POLK COUNTY, FLORIDA**, a political subdivision of the State of Florida ("Seller"), for good and valuable consideration it has received from **BLUE FALCON OPERATIONS CORPORATION**, a Florida not-for-profit corporation ("Buyer"), the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the Buyer the Other Property, as such term is defined in that certain Asset Purchase Agreement by and between Seller and Buyer, among other parties, of even date herewith (the "Purchase Agreement").

TO HAVE AND TO HOLD the same unto the Buyer, its successors and assigns forever.

Buyer acknowledges that Seller makes no representation or warranty with respect to the assets being conveyed hereby except as specifically set forth in the Purchase Agreement.

IN WITNESS WHEREOF, Seller has hereunto set its hand and seal the _____ day of _____, 202__.

ATTEST:

By:_____
Name: Stacy M. Butterfield
Title: Clerk to the Board of County Commissioners

POLK COUNTY, FLORIDA

By:_____
Print Name:_____
Title: Chair, Board of County Commissioners

STATE OF FLORIDA
COUNTY OF POLK.

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, on this _____ day of _____, 202__, by _____, as Chair of the Board of County Commissioners of Polk County, Florida, a political subdivision of the State of Florida, for and on behalf of said county, who [ ] is personally known to me or who [ ] has produced a Florida driver's license as identification.

_____
Notary Public
Print Name:_____
My commission expires:_____

1384905_1

EXHIBIT G
FORM OF ESCROW AGREEMENT

See attached.

EXHIBIT G

INDEMNIFICATION ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Agreement") is entered into effective _____, 2023 ("Effective Date"), by and between Polk County, a political subdivision of the State of Florida ("Seller"), Millennial Property Investments Corp, a Florida not for profit ("Buyer") (together the "Parties"), and Peterson & Myers, P.A., a Florida professional association ("Escrow Agent").

RECITALS

A. Seller and Buyer are parties to that certain Asset Purchase Agreement dated effective November 7, 2023 ("Asset Purchase Agreement").

B. Buyer and Seller desire to establish an escrow account ("Escrow Account") with Escrow Agent into which Seller will deposit the Indemnification Escrow, as defined in and in accordance with Section 9.06 of the Asset Purchase Agreement, which amount will be held in, administered, and disbursed from escrow by Escrow Agent pursuant to the terms and conditions of this Agreement.

C. Except as specifically modified by separate written instruction executed by all parties hereto, the terms and conditions set forth herein shall apply to the Escrow Account.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals; Defined Terms. The above recitals are true and correct and are hereby incorporated herein by reference. Unless otherwise indicated herein, all capitalized terms used herein shall have the same meaning as given to such terms in the Asset Purchase Agreement.

2. Escrow Account and Indemnification Escrow. On the Closing Date (as defined in the Asset Purchase Agreement), Seller shall deliver to Escrow Agent the Indemnification Escrow in the amount of Two Hundred Fifty Thousand Dollars ($250,000.00), paid from the net proceeds of the Purchase Price (as defined in the Asset Purchase Agreement) received by Seller at the Closing (as defined in the Asset Purchase Agreement). The Indemnification Escrow shall be deposited by Escrow Agent in its law firm trust account at a bank with whom Escrow Agent maintains attorney trust accounts, for the period of eighteen (18) months from the Effective Date of the Asset Purchase Agreement (the "Survival Period"). The trust account shall be a non-interest bearing account. The Indemnification Escrow shall not be subject to lien or attachment of any creditor of any party and will be used solely for the purposes and subject to the conditions set forth in this Agreement. Buyer and Seller mutually agree that Escrow Agent shall hold and disburse the Indemnification Escrow in accordance with the terms of this Agreement.

3. Payment Event. The Parties agree that a breach of Seller's Indemnification Obligations (as defined in Section 9.06 of the Asset Purchase Agreement) for which Buyer has the

right to receive, use, and benefit from the Indemnification Escrow constitutes a "Payment Event" for purposes of this Agreement.

4. Release of Indemnification Escrow During Survival Period. Upon the occurrence of a Payment Event, Buyer may deliver written notice to Seller and Escrow Agent (the "Buyer Notice") advising Seller and Escrow Agent that a Payment Event has occurred and requesting the disbursement of such portion of the Indemnification Escrow as shall be sufficient to satisfy the Payment Event (the "Requested Sum"). Disbursement of the Requested Sum from the Escrow Account shall be made by Escrow Agent on the fifteenth (15th) day following the day that Buyer delivers the Buyer Notice to Seller and Escrow Agent unless within ten (10) days after delivery of the Buyer Notice to Seller and Escrow Agent, Seller provides to Escrow Agent either (i) written notice Seller has paid the Requested Sum outside of escrow, or (ii) a written objection to such disbursement, which written objection states, in reasonable detail, the basis for Seller's objection and shall specify the amount of Seller's dispute of the disbursement requested in the Buyer Notice (either of the foregoing being a "Seller Objection"). If Seller does not deliver a Seller Objection to Escrow Agent and Buyer within ten (10) days following Buyer's delivery of the Buyer Notice, then Seller shall be deemed to have authorized such disbursement of the Requested Sum from the Escrow Account and Escrow Agent shall disburse to Buyer the Requested Sum specified in the Buyer Notice. If, however, Seller delivers a Seller Objection to Escrow Agent and Buyer within the aforementioned ten (10) day period, Escrow Agent shall continue to hold the portion of the Requested Sum to which Seller objects being disbursed in the Seller Objection (with any amount of the Requested Sum not objected to in the Seller Objection being disbursed to Buyer) until the earlier of: (i) receipt by Escrow Agent of joint written instructions from Buyer and Seller directing delivery or other disposition of the Indemnification Escrow (or any portion thereof); or (ii) Escrow Agent shall be ordered to disburse the Indemnification Escrow (or any portion thereof) by order or judgment of an appropriate court of competent jurisdiction.

Notwithstanding anything herein to the contrary, if Escrow Agent receives any instructions from Buyer or Seller that conflict with the terms of this Agreement, then Escrow Agent, in Escrow Agent's sole discretion, may either (i) continue holding the Indemnification Escrow until Escrow Agent receives joint written instructions from Buyer and Seller concerning the disbursement of the Indemnification Escrow, or (ii) file an interpleader action in accordance with Florida Rules of Civil Procedure and deposit such portion of the Indemnification Escrow in the registry of the Clerk of Court for the Tenth Judicial District in and for Polk County, Florida.

The parties further agree that fifty percent (50%) of the amount of the Indemnification Escrow remaining in the Escrow Account shall be paid to Seller within ten (10) days after the twelve (12) month anniversary of the Effective Date of the Asset Purchase Agreement.

5. Termination of Escrow Account. In the event a Buyer Notice is not delivered to Escrow Agent on or before ten (10) days after the expiration of the Survival Period (the "Escrow Termination Date"), Escrow Agent shall return the Indemnification Escrow to Seller within fifteen (15) days after the Escrow Termination Date. If Buyer delivers a Buyer Notice to Escrow Agent on or before ten (10) days after the Escrow Termination Date, Escrow Agent shall continue to hold in escrow and administer the Requested Sum in accordance with the terms of Section 4 above, and any amount of the Indemnification Escrow that exceeds the aggregate Requested Sum specified in

all outstanding and unresolved Buyer Notices delivered to Escrow Agent prior to the Escrow Termination Date shall be returned to Seller by the Escrow Agent within fifteen (15) days after the Escrow Termination Date.

6. Limitations of Liability. Without limitation, Escrow Agent shall not be liable for any loss or damage resulting from the following:

a. The financial status or insolvency of any other party or any misrepresentation made by any other party.

b. Any insufficiency or ambiguity of any instruction delivered to Escrow Agent or exchanged by the parties hereto.

c. The default, error, action or omission of any other party to the escrow.

d. Any loss or impairment of the Indemnification Escrow while those funds are in the course of collection or while those funds are on deposit in a financial institution if such loss or impairment results from failure, insolvency or suspension of a financial institution, or any loss or impairment of funds due to the invalidity of any draft, check, document or other negotiable instrument delivered to the Escrow Agent.

e. The expiration of any time limit or other consequence of delay on behalf of Seller or Buyer.

f. Escrow Agent's compliance with any legal process, subpoena, writ, order, judgment or decree of any court, and whether or not subsequently vacated, modified, set aside or reversed.

7. Escrow Agent.

a. Seller (to the limited extent specified below) and Buyer agree jointly and severally to indemnify the Escrow Agent for, and to hold it harmless against, any and all claims, liabilities, damages, fees, charges, costs, expenses, penalties, losses, actions, suits, or proceedings at law or in equity, of any kind or nature, which the Escrow Agent incurs, may incur, or with which it may be threatened directly or indirectly, arising from or in any way connected with its acting as the Escrow Agent under this Agreement, including without limitation reasonable attorneys' fees at trial and appellate levels, except for damages, costs or expenses arising from the gross negligence or willful misconduct of the Escrow Agent. Escrow Agent shall have a lien on and right of setoff against any property or monies held in escrow for the foregoing indemnification. The parties acknowledge that the foregoing indemnities will survive the resignation or removal of the Escrow Agent or the termination of this Agreement. Notwithstanding anything to the contrary contained in this Section 7 or otherwise contained herein, the Seller and Buyer agree that Seller's liability shall be expressly limited as set forth in Section 9.02 of the Asset Purchase Agreement, and nothing contained in this Agreement or in the Asset Purchase Agreement

shall serve as a waiver of Seller's rights of sovereign immunity or an increase in the limits of liability set forth in Section 768.28, Florida Statutes.

b. The express provisions of this Agreement determine solely the duties and responsibilities of the Escrow Agent under this Agreement, and no other or further duties or responsibilities may be implied. The Escrow Agent will not have any liability under, nor duty to inquire into, the terms and provisions of any agreement or instructions, other than as outlined in this Agreement or as agreed to in writing by all parties.

c. The Escrow Agent may act upon any instrument or other writing provided by any of the parties believed by the Escrow Agent in good faith to be genuine, and to be signed or presented by the proper person, and will not be liable in connection with the performance by it of its duties pursuant to the provisions of this Agreement, unless Escrow Agent willfully, purposefully and wrongfully breaches the terms of this Agreement in the misdelivery of any property held in escrow. The Escrow Agent will be under no duty to inquire into or investigate the validity, accuracy or content of any such document. The Escrow Agent will have no duty to solicit any payments which may be due under this Agreement.

d. The Escrow Agent shall not be deemed to have knowledge of any matter unless and until the Escrow Agent receives actual written notice thereof, and the Escrow Agent shall not be charged with constructive notice whatsoever. In the event the Escrow Agent shall be uncertain as to its duties, or shall receive instructions or demands which, in the Escrow Agent's sole opinion, are conflicting or violative of any provision of this Agreement, then the Escrow Agent shall be entitled to refrain from taking any action until the Escrow Agent shall be directed in writing by Seller and Buyer (and, at the Escrow Agent's sole discretion, consented to by any third person) or by any final order or judgment of a court of competent jurisdiction, or the Escrow Agent may deposit the subject of escrow with the Clerk of the Circuit Court of the Tenth Judicial District in and for Polk County, Florida, and upon notifying Seller and Buyer of such action, all liability on the part of the Escrow Agent shall immediately and fully terminate except to the extent of accounting for any items delivered out of escrow.

e. Seller acknowledges that Peterson & Myers, P.A. represents Buyer in the transaction contemplated in the Asset Purchase Agreement and is also acting as Escrow Agent under the terms of this Agreement. Seller agrees and consents that Escrow Agent may represent Buyer if any dispute or enforcement action arises regarding the Asset Purchase Agreement or any other matter. Seller further acknowledges and consents that Peterson & Myers' representation of Buyer shall not be limited in any manner or by any means.

8. Completion of Escrow. Upon completion of the disbursement of the Indemnification Escrow in accordance with the Asset Purchase Agreement and this Agreement, or as otherwise instructed in a written instrument signed by both Seller and Buyer, Escrow Agent shall be automatically released and discharged of its escrow obligations hereunder.

9. Resignation of Escrow Agent.

a. The Escrow Agent may at any time resign by giving twenty (20) days prior written notice of resignation to Seller and Buyer.

b. If no successor Escrow Agent is appointed within ten (10) days after a notice of resignation by the Escrow Agent, the Escrow Agent's sole responsibility will thereafter be to hold the Indemnification Escrow until the earlier of its receipt of designation of a successor Escrow Agent, or a joint written instruction by Seller and Buyer, or Escrow Agent interpleads the Indemnification Escrow as permitted by Section 4 above.

10. Notices. All notices, consents, reports, demands, requests and other communications required or permitted hereunder ("Notices") shall be in writing, and shall be: (a) personally delivered with a written receipt of delivery; (b) sent by a nationally recognized overnight delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or attempted delivery; or (c) sent by PDF or email with an original copy thereof transmitted to the recipient by one of the means described in subsections (a) or (b). All Notices shall be deemed effective when actually delivered as documented in a delivery receipt; provided, however, that if the Notice was sent by overnight courier as aforesaid and is affirmatively refused or cannot be delivered during customary business hours by reason of the absence of a signatory to acknowledge receipt, or by reason of a change of address with respect to which the addressor did not have either knowledge or written notice delivered in accordance with this section, then the first attempted delivery shall be deemed to constitute delivery; and provided further, however, that Notices given by PDF or email shall be deemed given when received. Each party shall be entitled to change its address for Notices from time to time by delivering to the other party Notice thereof in the manner herein provided for the delivery of Notices. All Notices shall be sent to the addressee at its address set forth below:

To Buyer: Millennial Property Investments Corp
Blue Falcon Operations Corporation
1195 Swearingen Avenue
Bartow, FL 33830
Attn: Dan Jones
Email: djjones9804@gmail.com

With a copy to: Peterson & Myers, P.A.
225 East Lemon Street, Suite 300
Lakeland, Florida 33801
Attn: Michael J. Kincart, Esq.
E-mail: mkincart@petersonmyers.com

To Seller: Polk County
330 W. Church Street
Bartow, Florida 33831
Attn: Wade Allen, Real Estate Services Administrator
E-mail: wadeallen@polk-county.net

With a copy to: FisherBroyles, LLP
4830 W. Kennedy Blvd., Ste. 600
Tampa, FL 33609
Attn: Radha Bachman, Esq.
E-mail: radha.bachman@fisherbroyles.com

Any notice required hereunder to be delivered to the Escrow Agent shall be delivered in accordance with above provisions as follows:

Peterson & Myers, P.A.
225 East Lemon Street, Suite 300
Lakeland, Florida 33801
Attn: David A. Miller, Esq.
Email: dmiller@petersonmyers.com

11. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.

12. Headings. The headings of the sections contained in this Agreement are for convenience only and do not define, limit or construe the contents of such sections.

13. Draftsmanship. The fact that one of the parties may have drafted or structured any provision of this Agreement or any document attached as an exhibit hereto shall not be considered in construing the particular provision either in favor of or against such party.

14. Amendment; Waivers. No amendment, modification or discharge of this Agreement, and no waiver under this Agreement, will be valid or binding unless set forth in writing and duly executed by the Escrow Agent and by the party against whom enforcement of the amendment, modification, discharge or waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described in such writing and will in no way impair the rights of the party granting such waiver in any other respect or at any other time.

15. Venue. The exclusive venue of any action to enforce or interpret this Agreement shall be in the State court of competent jurisdiction in and for Polk County, Florida.

16. **Waiver of Jury Trial**. THE PARTIES HERETO WAIVE ALL RIGHTS TO TRIAL BY JURY.

17. Attorney's Fees. If any party seeks to enforce or interpret this Agreement through litigation, the prevailing party in such litigation shall recover all costs incurred, including, without limitation, a reasonable attorney's fee at all levels of pre-litigation, litigation, and post-litigation, appeal and at all alternative dispute resolution preparation and proceedings, from the non-prevailing party.

18. Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties and their respective heirs, successors, successors-in-interest, agents, permitted assigns, and legal representatives of Buyer, Seller, and the Escrow Agent.

19. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument. All signatures of the parties to this Agreement may be transmitted electronically (e.g. DocuSign), or e-mail (PDF), and such facsimile, PDF, or electronic signature will, for all purposes, be deemed to be the original signature of such party whose signature it reproduces and will be binding upon such party.

20. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto and supersedes all prior agreements and understandings related to the subject matter hereof.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

"BUYER"

Millennial Property Investments Corp
a Florida not-for-profit corporation

By: _____
Name: _____
Title: _____

"SELLER"

Polk County,
a political subdivision of the State of Florida

By: _____
Name: _____
Title: Chair, Board of County Commissioners

"ESCROW AGENT"

Peterson & Myers, P.A.,
a Florida professional association

By: _____
Name: _____
Title: _____

1390266.6

Agenda Item K.1. 11/7/2023

SUBJECT

Re-appoint Robert Sheffield to the Polk County Lakes Access Advisory Committee for the three-year term, November 17, 2023, to November 16, 2026.

DESCRIPTION

Purpose: To study how to increase public access to the lakes within Polk County, and report findings and recommendations back to the Board.

Creating Authority: Resolution No. 09-217 adopted November 17, 2009, creating the Polk County Lakes Access Advisory Committee as a standing committee; providing for staggered membership terms; repealing Polk County Resolution No. 08-057, adopted May 7, 2008; and providing for operation of the committee.

Appointments: The Committee shall consist of 10 members appointed by the Polk County Board of County Commissioners as follows: each Commissioner of the Board shall appoint two members to the Committee.

Term Limits: Members appointed to the Committee shall serve a term of three years. Reappointment for one additional term is permitted (Resolution 16.07-023). In the event of a vacancy of any member during a term of office, the Commissioner for the District assigned to make the appointment for that member's position shall appoint a successor member, subject to approval of the Board, to serve for the remainder of the unexpired term. Members shall serve at the pleasure of the Board and may be removed without cause at any time.

Reason for Appointment: Expiration of Robert Sheffield's first term.

RECOMMENDATION

Re-appoint Robert Sheffield to the Polk County Lakes Access Advisory Committee for the three-year term, November 17, 2023, to November 16, 2026.

FISCAL IMPACT

No fiscal impact

CONTACT INFORMATION

Ana C. Pereira, Executive Assistant

AnaPereira@polk-county.net <mailto:AnaPereira@polk-county.net>
863-534-6049

Robert Sheffield
3370 Lakeview Drive
Winter Haven 33884
863-514-5343
bobshef54@gmail.com

Bob was born and raised in Tupelo, Mississippi. He graduated from the University of Mississippi with a degree in Parks and Recreation Administration and served as Parks and Recreation Director in Corinth and Meridian MS

From 1987 to2001, he was the City of Winter Haven Leisure Services Director.

He owned and operated Sheffield Construction and Development from 2002-2012.

Bob has lived on Lake Winterset since 2001.

Agenda Item K.2. 11/7/2023

SUBJECT

Re-appoint Dr. Robert S. Hinds to serve as a member of the Housing Finance Authority for the four-year term, December 1, 2023, to November 30, 2027.

DESCRIPTION

Purpose: A need to alleviate and remedy affordable housing and investment capital shortages.

Creating Authority: Established by Ordinance No. 78-20.

Appointments: Five members appointed by District and approved by BoCC. Members are not required to reside within the District from which they are appointed. Not less than three of the members shall be knowledgeable in one of the following fields: labor, finance or commerce.

Term of Office: Four 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.

Term Limits: No term limits. (The Housing Finance Authority is a separate public body corporate and politic created by statue and governed under the laws as put forth in the Florida Housing Finance Authority Law.)

Reason for Appointment: Expiration of current term.

RECOMMENDATION

Re-appoint Dr. Robert S. Hinds to serve as a member of the Housing Finance Authority for the four-year term, December 1, 2023, to November 30, 2027.

FISCAL IMPACT

No fiscal impact

CONTACT INFORMATION

Ana C. Pereira, Executive Assistant

AnaPereira@polk-county.net <mailto:AnaPereira@polk-county.net>
863-534-6049

RESUME OF DR. ROBERT S. HINDS, DBA, ACATA

211 West Poinsettia St., Lakeland, FL 33803, rshinds@mac.com, 256-651-3203

EXPERIENCE

2018-Present

Associate Professor – Southeastern University, Lakeland, FL

- Professor in the graduate program at SEU, focusing on the MBA program.
- Developed and teach the Healthcare Management Concentration (six courses) withing the MBA curriculum.
- MBA Program chair from 2019-2022

2016-January 2018 Bradford Health Services

Corporate Director of Opiate Addiction Treatment Strategy

- Develop and monitor best practices throughout the Bradford system of over 20 treatment locations in the treatment of opiate addiction.
- Build bridges of communication and trust with medication assisted treatment providers (MAT) in Bradford's primary markets.
- Develop programming designed to provide value-added clinical services for caregivers providing medication assisted treatment for opiate addiction.
- Maintain and nurture a national network focusing on best practices in the treatment of opiate addiction via constituency groups in the addiction field (ASAM, NAATP, SAHMSA, others).

1994-2016 Bradford Health Services Madison, AL

Executive Director

- Twenty two consecutive years of strong operating profits in 84 bed free-standing chemical dependency facility.
- Development of multiple streams of revenue through diversification throughout continuum of care.
- 35 year history of managing solid outcomes from JCAHO, including a 98 on JCAHO's 100 point scoring grid.
- Effective and efficient management of over 12 million dollar budget, 170 employees, and multi-channel marketing program.

2006-Present University of North Alabama

Adjunct Professor: MBA Program, UNA College of Business

- Part time professor teaching multiple courses in and developing

curricula for health care management specialty track within the MBA program.

1992-1994 The Allen Group Longwood, FL

Vice President of Operations

- COO of regional contract employee assistance program with contracts throughout southeast region. Began tenure as Director of Marketing.
- Developed market through securing multiple large EAP contract awards with private industries, universities, municipalities, and county governments.
- Aided in the development of broadening of employee assistance concept offered by group to that of managed mental health care and gatekeeper function for key accounts.

1983–1992 Parkside Lodge of Florida Kissimmee, FL

Executive Director

- Effective turnaround of 86 bed behavioral health facility in Central Florida.
- "Accreditation with Commendation" award received by JCAHO during final survey conducted during my tenure.
- Strong business and industry treatment and training model with client-companies including Walt Disney World, Martin-Marietta, General Mills, numerous others.
- Effective and profitable program development and management of facility during managed care expansion throughout 1980's.

1973-1983

Previous Positions have included

- Director of State Office of National Council on Alcoholism and Drug Dependency
- Assistant Director of community drug abuse program
- Director of prison-based drug abuse treatment program
- Marketing representative for chemical dependency facility
- Addictions counselor

EDUCATION

2001-2005 Nova Southeastern University

- Doctor of Business Administration, with concentration in Leadership
- Primary area of research was the relationship between leadership style

and spiritual well-being.

- Dissertation focused on transformational leadership model in predicting outcomes of subordinates.
- DBA conferred Spring 2005

1998-2000 Nova Southeastern University

- Masters of Business Administration
- Graduated with 3.97 GPA, Jan. 2000

1968-1972 Birmingham-Southern College

- BA, Religion and Philosophy

PUBLICATIONS

- Consideration of the Relationship between Spiritual Well-Being and Transformational Leadership, Journal of Applied Management and Entrepreneurship, Winter, 2005.
- An Examination of Transformational Leadership in the Addictions Treatment Field (doctoral dissertation).
- Developing the Requisite Organizational, Attitudinal, and Behavioral Conditions for Effective Knowledge Management (presented at Americas Conference on Information Systems, 2002; Co-author, Jay Aronson, Ph.D.).

PROFESSIONAL MEMBERSHIPS

- Advanced member, American College of Addictions Treatment Administrators.
- Member, Sigma Beta Delta, International Honor Society in Business, Management and Administration.
- Member, American College of Healthcare Executives
- Member, Academy of Management.
- Director Emeritus, Florida School of Addictions Studies
- Former President, Florida School of Addictions Studies

Agenda Item M.1. 11/7/2023

SUBJECT

Reappoint Kathryn E. Bevilacqua-Ely to the Early Learning Coalition of Polk County for the four-year term, May 6, 2022 through May 5, 2026.

DESCRIPTION

Purpose of Coalition: To carry out the provisions of the Florida Partnership for School Readiness. School readiness programs provide the elements necessary to prepare at-risk children for school, including health screening and referral and an appropriate educational program.

Creating Authority: Early Learning Coalitions are created pursuant to Section 1002.83, Florida Statutes, in accordance with Section 1002.83(4)(h); one member is appointed by the Board of County Commissioners.

Membership: At least 15 members but not more than 30 members as designated by statute.

Term: Four-year terms, not-to-exceed two consecutive terms.

Reason for Appointment: Expiration of previous term.

RECOMMENDATION

Reappoint Kathryn E. Bevilacqua-Ely to the Early Learning Coalition of Polk County for the four-year term, May 6, 2022 through May 5, 2026.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Kay M. Suggs
Executive Assistant to the Board
KaySuggs@polk-county.net

Kathryn E. Bevilacqua-Ely

Kathryn E. Bevilacqua-Ely is a Lakeland native working as a Marketing Project Manager for Publix. She is actively involved in the local community serving on numerous boards and community programs.

She has served as the Board of County Commissioners' appointee on the Early Learning Coalition of Polk County Board since 2014. Kathryn served as the Vice Chair, acting as Chair, for the ELC of Polk from 2019-2020.

She has a passion for early education and the difference that is made not only in the lives of our community's youngest citizens, but also the long-term benefits to the community as a whole.

Agenda Item O.1. 11/7/2023

SUBJECT

PUBLIC HEARING (LDCPAL 2023-5 Northeast Regional Park) (Transmittal Hearing), a Large-Scale Comprehensive Plan Amendment to change the Future Land Use designation from Residential Low-X (RLX) to Recreation and Open Space-X (ROSX) on ±80.26 acres and Institutional-X (INSTX) on ±1.95 acres to recognize an existing regional park and fire rescue station in the North U.S. Highway 27 Selected Area Plan.

DESCRIPTION

This is a County-initiated request to change the Future Land Use designation from Residential Low-X (RLX) to Recreation and Open Space-X (ROSX) on ±80.26 acres and Institutional-X (INSTX) on ±1.95 acres to recognize an existing regional park and fire rescue station for property located East of U.S. Highway 27, south of International Bass Boulevard, north of Florence Villa Grove Road, west of the Osceola County Line, South of Clermont, North of Haines City, and the City of Davenport in Section 12, Township 25, and Range 26. State law requires one Planning Commission hearing, which was held on September 6, 2023, with a recommendation of approval (7:0). This is the first of two public hearings before the Board. The final adoption Hearing will be held January 9, 2024 after comments are received from the state.

RECOMMENDATION

Adopt,
Adopt as amended, or
Do not Adopt.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

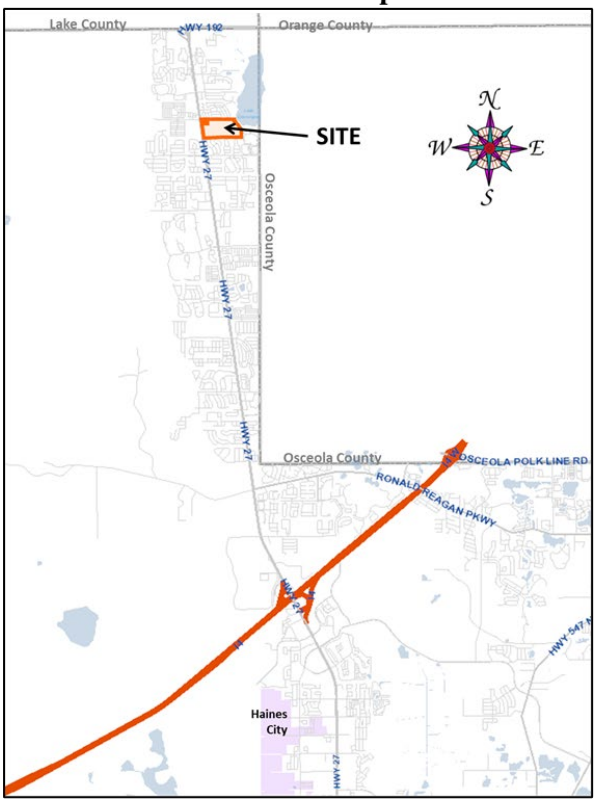
Erik E. Peterson
Erik Peterson, AICP
Planning Administrator
(863) 534-6470
erikpeterson@polk-county.net <mailto:erikpeterson@polk-county.net>

POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

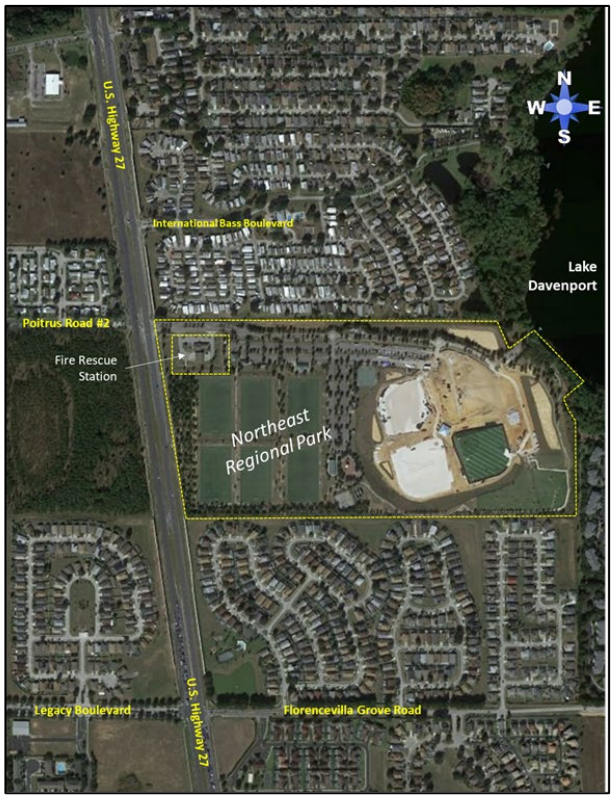
DRC Date:	June 29, 2023	**Level of Review:**	Level 4 Review
PC Date:	September 6, 2023	**Type:**	Large Scale Comprehensive Plan Amendment
BoCC Date:	November 7, 2023 January 9, 2024	**Case Numbers:** **Case Name:**	**LDCPAL-2023-5** Northeast Regional Park CPA
Applicant:	Polk County Leisure Services	**Case Planner:**	Erik Peterson, AICP

Request:	Future Land Use Map change from Residential Low-X (RLX) to Recreation and Open Space-X (ROSX) on ±80.26 acres and Institutional-X (INSTX) on ±1.95 acres to recognize an existing regional park and fire rescue station.
Location:	East of U.S. Highway 27, south of International Bass Boulevard, north of Florence Villa Grove Road, west of the Osceola County Line, South of Clermont, North of Haines City and the city of Davenport in Section 12, Township 25, and Range 26.
Property Owners:	Polk County
Parcel Size (Number):	±83.2 acres (262512-000000-014010, 011120, 011130, 011140 & 032010)
Future Land Use:	±83.2 acres of Residential Low (RLX) North U.S. Highway 27 Selected Area Plan
Development Area:	±83.2 acres of Transit Supportive Development Area (TSDA)
Nearest Municipality:	Haines City (7.6± miles)
DRC Recommendation:	Approval
Planning Commission Vote:	Approval 7:0
Florida Commerce:	Pending Transmittal

Location Map



2021 Satellite Photo



Summary:

This is a County-initiated Comprehensive Plan amendment (CPA) to change the Future Land Use Map on this property from Residential Low-X (RLX) to Recreation and Open Space-X (ROSX) on ±80.26 acres and Institutional-X (INSTX) on ±1.95 acres to recognize an existing regional park and fire rescue station on the property. On August 10, 2010, the Planning Commission approved a conditional use request for an 85± acre high intensity recreation area with lighted fields and a regional fire station on this property under case number CU 10-10. While a CPA is not necessary for the fire station or park to be to remain, the CPA will provide for better information to the public and land use analysis in the future.

The park contains six (6) lighted multipurpose fields, four (4) lighted baseball/softball fields, four (4) pickleball courts, two (2) racquetball courts, two (2) basketball courts, batting cages, a children's playground, a dog park, a boat ramp, a fishing pier, a walking/jogging trail around the perimeter, restrooms, picnic shelters, pavilions, and two (2) concession stands. Current hours of operations are from 5 a.m. to 10 p.m. The fire station has a pumper truck and a heavy rescue vehicle and houses a lieutenant and two crews. The station is operable 24/7. There is room for some expansion of the fire station. The park area is not likely to add any more athletic facilities unless existing fields are modified or repurposed.

Compatibility Summary

The park and fire rescue station has been open since the fall of 2012. The lighted multipurpose fields were the first to be developed along with the boat ramp, playground, restrooms, basketball, tennis, and racquetball courts. The fishing pier was added in 2015, and the four new baseball fields were recently completed this year. The County receives no substantive complaints from permanent residents regarding the compatibility of either facility.

Infrastructure Summary

The site is located within an area that has a significant amount of urban infrastructure and services with ample capacity to serve it. The facilities are connected to the County's potable water, wastewater, and reclaimed water systems. There is a direct connection to an arterial roadway with a transit stop and shelter. Sidewalks connect to all the developments that front U.S. Highway 27. Public safety facilities can't get any closer. Schools are nearby. This site has provided area residents with fire protection and recreational needs for over 10 years.

Environmental Summary

There are few environmental limitations within this site. While there are wetlands and 100-year flood hazard areas onsite, they are directly associated with the shoreline of Lake Davenport. The slope of the property towards the lake was a plus and a minus. The well drained soil and proximity to the lake presented an opportunity to test new methods for environmentally sound field management. This was the County's first use of artificial turf for ballfields. While minimizing the environmental impacts of irrigation, insecticide, and fertilizing the fields, it also saves the County

money in maintenance costs. The success that was realized at this facility has been used on other ones in the County.

Comprehensive Plan

DRC staff are recommending approval because the request is consistent with the Comprehensive Plan, does not disrupt the current use of the property or properties around it, and is consistent with the Land Development Code. The developed property is compatible with existing infrastructure and land uses. Plus, the park was developed after the surrounding homes were occupied. The relevant sections of the Comprehensive Plan that are applicable to the project request:

- Policy 2.102(A1-A15): Growth Management Policies
- Section 2.104-A3 (TSDA) Location Criteria
- Policy 2.116-A3 INST Location Criteria
- Policy 2.116-A4 INST Development Criteria
- Policy 2.117-A3 ROS Location Criteria
- Policy 2.117-A4 ROS Development Criteria

Findings of Fact

Request and Legal Status

- *This is a county-initiated request for a Large-Scale Future Land Use designation change from Residential Low-X (RLX) to Recreation and Open Space-X (ROSX) on ±80.26 acres and Institutional-X (INSTX) on ±1.95 acres in the U.S. Highway 27 Selected Area Plan.*

- *The subject site is in the Transit Supportive Development Area (TSDA).*

- *The Land Development Code (LDC) Sub-district Map designation for the site is currently RL-1X which allows up to one (1) unit per acre and requires a minimum lot size of 40,000 square feet.*

- *The subject site was approved for a regional park and fire rescue station in August of 2010 by the Planning Commission through a Level 3 Review of a conditional use (CU 10-10).*

- *The subject site is developed with a 7,500 square feet fire rescue station on 1.75 acres and an 80-acre regional park with 4 baseball fields, 6 multiuse fields 2 basketball courts, 4 tennis courts, 2 racquetball courts, picnic facilities, concession stands, playground, dog park, fishing pier, and boat ramp.*

- *The request, if approved, the INST request will default to INST-1 on the LDC Subdistrict Map according to Section 105 of the Land Development Code (LDC).*

Compatibility

- *The site has been developed as a County regional park and fire rescue station since 2012.*

- *The site abuts single family residences to the south and a mixed development of mobile homes and single-family residences to the north.*

- *The property has shoreline frontage on Lake Davenport to the east.*

- *The property fronts roadway U.S. Highway 27, a 6-lane arterial on the west.*

Infrastructure

- *The closest schools are Citrus Ridge Academy (K-8), for both elementary and middle school, and the newly constructed Davenport High School.*

- *The closest fire rescue station is on site (#42 Four Corners).*

- *The nearest Sheriff's substation is the Northeast District Command Center at 1100 Dunson Road approximately 6½ miles driving distance from the site.*

- *The Polk County Utilities Department provides potable water, reclaimed water, and wastewater service to the site through a 12-inch water main and a 6-inch wastewater force main. A 6-inch reclaimed water is abutting the site.*

- *According to the most recent Polk County Utilities Water and Wastewater Capacity Summary Report published June 30, 2022, in the Northeast Utility Service Area (NERUSA) there is approximately 794,000 GPD of uncommitted capacity. The Northeast Wastewater Treatment Plant has 64,000 GPD of uncommitted capacity.*

- *Access to the property is from a directional medial cut and right-in entrance on U.S. Highway 27. There is a caution signal light and emergency redlight for the fire station at the site access.*

- *According to the Transportation Planning Organization, there is adequate capacity on U.S. Highway 27. It is functioning at Level-of-Service "C."*

- *There are sidewalks along the frontage of U.S. 27 and multiuse paths connecting to all the facilities in the park.*

Environmental

- *The closest surface water is Lake Davenport which is an open basin that feeds into the Reedy Creek Basin and into the Kissimmee River.*

- *There are wetlands and flood hazard areas on site but only at the shoreline of Lake Davenport.*

- *The site is comprised of Candler Sands, according to the U.S. Department of Agriculture, Soil Conservation Service, Polk County Survey.*

- *According to Polk County Endangered Habitat Maps, the proposed site is not located within a one-mile radius of an endangered species sighting in the Florida Natural Areas Inventory as of 2002, 2006, and 2011.*

- *The site is not within the flight path and height restriction buffer zones of a public use airport.*

- *According to the Florida Department of State, Division of Historical Resources, there are no archeological sites listed in the Florida Master Site File for Section 12, Township 25, Range 26.*

Comprehensive Plan Policies

- *POLICY 2.102-A1 Development Location states that "Polk County shall promote contiguous and compact growth patterns through the development process to minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, and prevent development patterns where tracts of land are by-passed in favor of development more distant from services and existing communities."*

- *POLICY 2.102-A2 Compatibility states that "land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other Policies in this Future Land Use Element, so that one or more of the following provisions are accomplished: a. there have been provisions made which buffer incompatible uses from dissimilar uses; b. incompatible uses are made to be more compatible to each other through limiting the intensity and scale of the more intense use; c. uses are transitioned through a gradual scaling of different land use activities through the use of innovative development techniques such as a Planned Unit Development."*

- *POLICY 2.102-A3 Distribution states that "development shall be distributed throughout the County consistently with this Future Land Use Element so that the public utility, other community services, and public transit and transportation systems can be efficiently utilized; and compact, high-density and intensity development is located where urban services can be made available."*

- *POLICY 2.102-A4 Timing states that "development of land shall be timed and staged in conjunction with the cost-effective and efficient provision of supporting community services which, at a minimum, shall require compliance with the Plan's Level of Service requirements and the County's concurrency management system."*

- *POLICY 2.102-A10 Location Criteria states "the following factors shall be taken into consideration when determining the appropriateness of establishing or expanding any land use or development area:*
  - *a. nearness to incompatible land uses and future land uses, unless adequate buffering is provided;*
  - *b. nearness to agriculture-production areas;*
  - *c. distance from populated areas;*
  - *d. economic issues, such as minimum population support and market-area radius (where applicable);*

e. adequacy of support facilities or adequacy of proposed facilities to be provided by the time of development, including, but are not limited to:

1. transportation facilities, including but not limited to, mass transit, sidewalks, trails and bikeways;
2. sanitary sewer and potable water service;
3. storm-water management;
4. solid waste collection and disposal;
5. fire protection with adequate response times, properly trained personnel, and proper fire-fighting equipment;
6. emergency medical service (EMS) provisions; and
7. other public safety features such as law enforcement;
8. schools and other educational facilities
9. parks, open spaces, civic areas and other community facilities

f. environmental factors, including, but not limited to:

1. environmental sensitivity of the property and adjacent property;
2. surface water features, including drainage patterns, basin characteristics, and flood hazards;
3. wetlands and primary aquifer recharge areas;
4. soil characteristics;
5. location of potable water supplies, private wells, public well fields; and
6. climatic conditions, including prevailing winds, when applicable."

- *The Comprehensive Plan defines Compatibility in Division 4.400 as "A condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition."*

- *Policy 2.104-A3 of the TSDA Land Use Categories policies states that Institutional and Recreation and Open Space are permitted Future Land Use designation.*

- *Policy 2.116-A1 states that "Institutional areas are primarily characterized by private and public-service structures." This request is to recognize and existing fire rescue facility on the Comprehensive Plan's Future Land Use Map.*

- *Policy 2.116-A3 of the Comprehensive Plan states that "The following factors shall be taken into consideration when determining the appropriateness of establishing new Institutional areas on the Future Land Use Map Series, or in approving the location for an institutional use not located within lands classified as Institutional:*
  a. Accessibility to roadways, with consideration being given to regional transportation issues for large-scale institutional developments having a regional market.
  b. Proximity to incompatible land uses, which is dependent upon the intensity of the institutional use (buffering may be provided to mitigate adverse impacts).
  c. The locational criteria enumerated in Policy 2.102-A9 and Policy 2.102-A10.
  d. Proximity to similar and compatible uses providing opportunities for shared facilities.
  e. Plans of the School Board and other public service agencies with jurisdiction in the County."

- *Policy 2.116-A4 of the Polk County Comprehensive Plan requires development within INST districts to "conform to the following criteria:*

a. Institutional uses include, but are not limited to: private and public-service structures. These commonly include:
1. public and private educational facilities;
2. government-administration buildings;
*3. **public-safety structures** (e.g. police and fire);*
4. cultural facilities (e.g. libraries, museums, and performing-arts theaters);
5. health-care facilities e.g. hospitals, medical centers, clinics, nursing homes, adult day care centers, group homes, group living facilities, emergency shelters, residential treatment facilities.

b. Large institutional areas should be designed so that the more intensive uses are at the center of the development, with less intensive uses near the fringes.

c. Prior to site planning, the School Board, independent special districts, and other governmental entities shall communicate to one another to pursue potential colocation of government services.

d. Commercial uses within institutional areas mapped on the Future Land Use Map Series shall be primarily for the purpose of serving the institutions within the area and shall be limited to a scale appropriate for that purpose.

e. Institutional sites shall be designed to provide for:
1. Adequate parking to meet the present and future demands of the use.
2. Buffering where the effects of lighting, noise, odors, and other such factors would adversely affect adjacent land uses. Parking lots, loading areas, dumpsters, utilities and air conditioning units, signage, etc. are examples of facilities which may require special buffering provisions.

f. Multi-family residential uses may be permitted at densities up to and including 15 dwelling units per acre as part of a Planned Development. Residential uses may be permitted according to the following:
1. Residential uses shall only be established adjacent to or in conjunction with a university, college, vocational school or other similar educational institution.
2. Residential development shall be intended to primarily meet the housing needs for students and facility members of the nearby educational institution

g. Recreational uses accessory to the institutional use or compatible with the location of the institutional district."

- *Policy 2.117-A1 states that "Recreation and open space areas are primarily sites and facilities which are accessible to the general public, and which are oriented toward providing recreation services for the resident and the short and long-term visitor to Polk County. A recreational activity included within recreation and open space areas may be motorized, allow for the discharge of firearms, accommodate nighttime use, and produce large crowds at events. Retail sales are limited to concessions at events or to enhance the quality of the recreation experience onsite unless combined with commercially designated lands." This request is to recognize an existing regional park on the Comprehensive Plan's Future Land Use Map.*

- *Policy 2.117-A2: DESIGNATION AND MAPPING of the Polk County Comprehensive Plan states, "**Recreation and open space areas shall be designated and mapped on the Future Land Use Map Series** as "Recreation and Open Space" (ROS) and shall include all existing publicly accessible recreation and open space areas.*

- *The Polk County Land Development Code Section 220 prohibits non-residential buildings, garbage dumpsters, loading facilities, wastewater lift stations within 50 feet of an offsite residential district. Parking and lighting are strictly regulated. Parking can be no closer than 15 feet from a residential property and require additional landscaping within 50 feet of adjacent residential districts and uses.*

- *The Polk County Land Development Code Section 303 has no standard conditions for Government Facilities.*

Development Review Committee Recommendation: Based on the information provided by the applicant, recent site visits, and the analysis conducted within this staff report, the Development Review Committee finds that the proposed request **IS COMPATIBLE** with the surrounding land uses and general character of the area, **IS CONSISTENT** with the Polk County Comprehensive Plan and Land Development Code, and therefore, the Development Review Committee (DRC) recommends **APPROVAL of LDCPAL 2023-5.**

Planning Commission Recommendation: at an advertised public hearing on September 6, 2023, the Planning Commission voted to recommend LDCPAL-2023-5 for APPROVAL to the Board of County Commissioners.

NOTE: *This staff report was prepared without the benefit of testimony and evidence submitted by the public and other interested parties at a public hearing.*

NOTE: *All written comments made in the application and subsequent submissions of information made during the application review process, which are on file with the Land Development Division, shall be considered to be binding upon the applicant, provided such comments are not at variance with the Comprehensive Plan, LDC or other development regulations in effect at the time of development.*

NOTE: *Issuance of a development permit by the county does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the county for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law*.

Analysis

This section of the staff report includes data on the surrounding uses, infrastructure conditions, environmental conditions, and related Comprehensive Plan policies and Land Development Code regulations.

Surrounding Uses

Table 1 to follow lists the Future Land Use (FLU) designations and the existing uses surrounding the subject site that are immediately adjacent.

Table 1

Northwest: RL-1X, Green Swamp ACSC PUD 00-16, Island Club Resort (aka Bimini Bay) PD 05-34, Windmill Ranch MHP	**North:** RL-1X, PUD 86-29 International Bass Lake Resorts	**Northeast:** RL-1X, PUD 86-29 International Bass Lake Resort Lake Davenport
West: RMX, RL-1X, Green Swamp ACSC PD 05-34, Windmill Ranch MHP	**Subject Property:** 7,500 sq.ft. fire rescue station on 1.75 acres and an 80-acre regional park with 4 baseball fields, 6 multiuse fields 2 basketball courts, 4 tennis courts, 2 racquetball courts, picnic facilities, concession stands, playground, dog park, fishing pier, and boat ramp.	**East:** RL-1X, PUD 99-21 Bahama Bay Resort Condominiums Lake Davenport
Southwest: RL-4X, Green Swamp ACSC Legacy Park PD 01-20	**South:** RL-1X, PUD 92-2 Lake Davenport Estates	**Southeast:** RL-1X, PUD 99-21 Bahama Bay Resort Condominiums

Source: Polk County Geographical Information System and site visit by County staff

The site is located within an area that has a significant amount of urban infrastructure and services with ample capacity to serve it. The County has invested in a lot of infrastructure upgrades in this area over the past 15 years. These two facilities are a part of those many infrastructure upgrades to support the high level of urban development that has occurred in this area of the County.

Compatibility with the Surrounding Land Uses and Infrastructure:

This Comprehensive Plan amendment (CPA) will recognize an existing fire rescue station and regional park facility approved by the Planning Commission in the summer of 2010. Fire stations are relatively benign land uses for approximately 95% of any given day. However, when emergancies occur there is approximately two minutes of loud noise and lights. This can be occasionaly disruptive to neighboring properties but they are necessary to all the development in the area. Fire stations are often located in populated areas because that's where the services they provide are needed on a more frquent basis. Parks can become incompatible with neighboring properties because of the use of stadium lights and large crowds at sporting events. At the time of their approval, there was more than adequate infrastructure to support the station including water, wastewater, and roadway capacity. These uses are needed infrastructure in an area where more housing growth is planned.

A. Land Uses:

There are no properties designated Recreation and Open Space (ROS) in the U.S. Highway 27 SAP, and the only INST property is the site of the former Polo Park wastewater treatment plant which is now used for the filtering of excess reclaimed water into the aquifer through rapid infiltration systems (RIBS). The immediate area is mostly single-family residential and has a few mobile home parks. This is a prime location for a fire rescue station given the amount of residential development in the area and the closest stations are over five miles away. This station also serves portions of Osceola and Lake Counties when needed.

The Comprehensive Plan defines compatibility as "*A condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition.*"

The Northeast Regional Park is the flagship of regional parks in Polk County. It has the latest designs in baseball and multi-use fields with its artificial turf, batting cages, and concession facilities. It primarily serves sports leagues in Polk but also Lake and Osceola due to its proximity. There is a high amount of tourism in this area and the park is also an attractor to tourists who are looking for a break from the theme parks seeking alternative forms of recreation such as fishing and lake access, jogging paths, tennis, racquetball, basketball, playgrounds and picnic facilities.

B. Infrastructure:

The site is located within an area that has a significant amount of urban infrastructure and services with ample capacity to serve it. There is ample transportation capacity on U.S. Highway 27. Potable water, reclaimed water and wastewater services are provided to the site. Schools are nearby. There is a bus stop at the site and, of course, a fire rescue station.

Nearest Schools

School capacity is not a concern for non-residential uses. However, the location of the closest schools and school bus stops is a potential concern. There are many non-residential uses that can conflict with school locations and school bus stops. Listed to follow are the three (3) closest schools of each type to the site.

Table 2

Name of School	Annual Estimated Demand	% Capacity 2022-2023 School Year	Average driving distance from subject site
Citrus Ridge K-8 Elementary	0 students	86%	±1¼ miles driving distance
Citrus Ridge K-8 Middle	0 students	104%	±1¼ miles driving distance
Davenport High School	0 students	92%	±12½ miles driving distance

Source: Polk County School Board, Polk County Impact Fee Ordinance, GIS

Institutional and recreation land uses and especially fire stations and parks do not generate students of course, but they are an attractor for future residents to an area because proximity to fire rescue stations factors significantly in the cost of homeowners insurance and park facilities nearby increase the value of housing.

Nearest Sheriff, Fire, and EMS Station

There is a fire rescue station on site with EMS. The point of this CPA is to recognize it. The nearest Sheriff's command center is less than seven miles to this south on Dunson Road just south on Ronald Reagan Parkway.

Table 3

	Name of Station	Distance	Response Time*
Sheriff	Northeast District Command (1100 Dunson Road)	6½ ± miles	7 minutes
Fire	Station 250 (50945 U.S. Highway 27)	0 ± miles	Immediate
EMS	Station 251 (50945 U.S. Highway 27)	0 ± miles	Immediate

Source: Polk County Sheriff's Office and Public Safety

**Response times are based on when the station receives the call, not from when the call is made to 911.*

Sheriff response times are not as much a function of the distance to the nearest Sheriff's substation, but more a function of the overall number of patrol officers within the County. This station will work alongside Sheriff's deputies in response to vehicle crashes.

Water and Wastewater

Polk County Utilities provides potable water, wastewater, and reclaimed water services to the property, and there are no planned expansions that would result in increased water usage in the future. The 7,500 square foot fire station does not consume a significant amount of the services and despite having 10 ballfields, the park consumes much less than normal because of the artificial turf and the use of reclaimed water. The site is served by a 12-inch potable water main, 6-inch reclaimed water main, and a 6-inch wastewater force main. Both are in the right-of-way on U.S. Highway 27. There is a lift station near the boat ramp that pumps the wastewater from the restrooms and the fire station back to the system.

A. Estimated Demand:

The most intense use in the INST district has an unreasonable demand for services versus the actual impacts of the existing fire station. Table 4, to follow, provides generalized estimates of the anticipated water and wastewater demands in the maximum scenario. However, the actual use is much lower.

Table 4

Subject Property	Estimated Impact Analysis		
±83.2 acres *RL-1X* *US 27 Selected Area Plan*	**Demand as Currently Permitted**	**Proposed Change to 1.95 acres INST-1X and 80.26 ROSX maximum effect**	**Percentage change**
Permitted Use	83-664 single-family dwelling units	Office building (59,459 sq.ft @ 70% FAR) Campground (320 spaces)	
Potable Water Consumption (GPD)	29,880/131,472 GPD	14,270 GPD 63,360 GPD	260% 59%
Wastewater Generation (GPD)	22,410/119,520 GPD	14,270 GPD 57,600 GPD	260% 59%

Source: Polk County Concurrency Manual & Polk County Utilities estimates
***single-family units generate an estimated 360 GPD potable water demand and 270 GPD wastewater and Offices are 0.24 GPD per sf for water and 80% for wastewater, campsites are 198 GPD per space for water 180 wastewater.*

In reality, the 7,500 square foot fire rescue station consumes an average of 790 gallons of potable water per day. The park consumes less potable water than typical because the fields are made of artificial turf and the rest of the grounds are irrigated with reclaimed water from the wastewater treatment plant. Table 4, to follow, provides generalized estimates of the anticipated water and wastewater demands compared to the raw estimates of what the RL-1X district could grant under current standards.

Table 4a

Subject Property	Estimated Impact Analysis		
±83.2 acres *RL-1X* *US 27 Selected Area Plan*	**Demand as Currently Permitted** RL-1X	**Maximum Permitted on the property** RL-1X	**Existing Development**
Permitted Intensity	83 single-family dwelling units	664 single-family dwelling units	Fire Rescue Station and Regional Park
Potable Water Consumption (GPD)	29,880 GPD	131,472 GPD	77,360 GPD
Wastewater Generation (GPD)	22,410 GPD	119,520 GPD	271,870 GPD

Source: Polk County Concurrency Manual & Polk County Utilities estimates

B. Available Capacity:

The Northeast Utility Service Area is permitted for 13,940,000 GPD of water capacity. Current flow is at approximately 8,917,000 GPD as of June 30, 2022. There is approximately 4,230,000 GPD allocated to projects with entitlements leaving 794,000 GPD in uncommitted capacity. The system growth rate is approximately 682 gallons and 3.2 equivalent residential connections per day. At the current rate of growth there is approximately 2.3 years of potable water capacity remaining. This information is dated. Revised capacity estimates are soon to be released. Staff estimates that there is more uncommitted capacity available in the system because commitments outpace actual usage. Also, capacity limits have no bearing on this amendment request because the property is fully developed.

The Northeast Wastewater Treatment Plant is permitted to treat 6,000,000 GPD. Current flow is approximately 4,388,000 GPD. There are 1,548,000 GPD of committed capacity to entitled projects leaving 64,000 GPD of uncommitted capacity. The system growth rate is approximately 409 gallons and 3.1 equivalent residential connection per day. On paper, there is no capacity. In reality, physical capacity is available. The commitments to development that have not occurred makes it appear more dire. Improvements are underway to expand the plant to 9 MGD. The park

and fire station have been on the wastewater system since 2012, and there are no further plans for expansion of either facility.

Reclaimed water capacity is not tracked for concurrency. The capacity to serve reclaimed water is directly proportional to the amount of wastewater treatment. As more homes are connected to wastewater service, more are connected to reclaimed water for irrigation. This reduces demand on the potable water system which extends the capacity of the potable water facilities.

C. Planned Improvements:

The Polk Regional Water Cooperative (PRWC) is constructing a new well site and treatment facility that will tap into the Lower Floridan Aquifer. This facility will deliver 1,560,000 gallons per day to the Northeast Utility Service Area to expand the system capacity.

An engineering firm has been chosen for the wastewater plant expansion from six (6) to nine (9) gallons per day. Negotiation with the construction contractor is in the early stages.

Roadways/Transportation Network

There are more than adequate transportation facilities to accommodate an ROS and INST district with a regional park and a fire rescue station at this location. The traffic generated from such a facility is rather low relative to other potential uses for the property. The surrounding roadway network has ample capacity remaining despite the increases in demand over the past five years. There is a comprehensive sidewalk network and mass transit services in the area that provide pedestrian and transit connections to the facility.

A. Estimated Demand

It is often difficult to estimate the impact of a Future Land Use Map change to an Institutional district because there are so many possible uses in the district. Recreation and Open Space on the other hand is somewhat typical because the worst-case scenario is 100% campground at four (4) spaces per acre intensity. Either way, the current use of the property is far lower than the maximum that could be developed if this were single-family residential.

Table 5

Subject Property	**Estimated Impact Analysis**		
±83.2 acres *RL-1X* *US 27 Selected Area Plan*	**Demand as Currently Permitted**	**Proposed Change to 1.95 acres INST-1X and 80.26 ROSX maximum effect**	**Percentage of max permitted**
Permitted Use	664 single-family dwelling units	Office building (59,459 sq.ft @ 70% FAR) Campground (320 spaces)	
Average Annual Daily Trips (AADT)	5,186	INSTX 1,344 ROSX 132	*28.4%*
PM Peak Hour Trips	664	INSTX 102 ROSX 87	*28.4%*

Source: Polk County Concurrency Manual rate of 7.81 AADT and 1.00 PM Peak Hour per single-family unit; Government Office Complex = 89% new trips 33.98 AADT/1,000 sq.ft., 2.82 PM Peak Hour, Campground 0.41per space AADT, 0.27 peak

In reality, the existing 7,500 square foot Fire Station will likely have as much impact on transportation facilities as does a similar size government office. Current estimated multipliers are 33.98 AADT per 1,000 square feet and 2.82 PM peak hour trips per 1,000 square feet with an estimate of 89% new trips.

Table 5a

Subject Property	Estimated Impact Analysis		
±83.2 acres *RL-1X* *US 27 Selected Area Plan*	**Demand as Currently Permitted** RL-1X	**Maximum Permitted on the property** RL-1X	**Existing Development** Fire Rescue Station and Regional Park
Permitted Intensity	83 single-family dwelling units	664 single-family dwelling units	7,500 sq.ft. Fire Rescue Station
Average Annual Daily Trips (AADT)	649	5,186	Fire Station 170 Park 63 Total 233
PM Peak Hour Trips	83	664	Fire Station 13 Park 9 Total 22

Source: Polk Transportation Planning estimates based on Institute of Traffic Engineers 10th Edition, Single-family 7.81 AADT per unit, 1.0 PM Peak Hour, County Park 0.78 AADT /acre, 0.11 PM Peak, Fire Station, Government Office 5.98/1000SF AADT, 2.98 PM peak

No traffic studies can fully account for the impact of an 80-acre park. Parks have many hours of down time. But when major sports events occur, there is an immediate peak demand. Typically, at the end of a sports match when all the attendees leave at once.

B. Available Capacity:

The only access to the park and fire station is U.S. Highway 27. There is not a full median crossing at the entrance even though it lines up with Poitrus Road #2. This is a problem now and will become an even greater problem in the future. While the AADT and PM Peak may not qualify the park as a large traffic generator, there are times when league games let out that creates a bottleneck on U.S. 27. Currently the intersection is only directional at the median break. This requires south bound exits and north bound entrants to make a U-turn in the highway and cross over three lanes of traffic coming or going. When large numbers of vehicles exit the park, it can cause congestion and be quite hazardous. A large multifamily development will be constructing opposite U.S. 27 in the future. It is likely that this development will trigger the warrants to require a full median opening and traffic signal. Staff is working with the developer to construct the signal and a portion of the North Ridge Trail.

Table 6

Link #	Road Name	Current Level of Service (LOS)	Available PM Peak Hour Capacity	Minimum LOS Standard
5112N	U.S. Highway 27 From: CR 54 (Ronald Reagan Parkway) To: Sand Mine Road	C	1,436	D
5112S	U.S. Highway 27 From: Sand Mine Road To: CR 54 (Ronald Reagan Parkway)	C	1,499	D
5113N	U.S. Highway 27 From: Sand Mine Road To: U.S. Highway 192	C	1,253	D
5113S	U.S. Highway 27 From: U.S. Highway 192 To: Sand Mine Road	C	1,322	D

Source: Polk County Transportation Planning Organization, Concurrency Roadway Network Database April 8, 2022

C. Roadway Conditions:

The County does not track pavement conditions on State or private roadways because they are not the County's maintenance responsibility. However, using the PASER method, staff has determined the pavement to be within above average thresholds on U.S. Highway 27.

D. Mass Transit

The park is served by Route 18X of the Citrus Connection, Polk County's transit system. It runs from Haines City to a stop on US Highway 192 where Polk County residents can connect with the LYNX system route #55. The stop is on the US 27 frontage and there is a bus shelter. Route 18X's headways (frequency at a given stop) is one hour on weekdays, two hours on Saturdays.

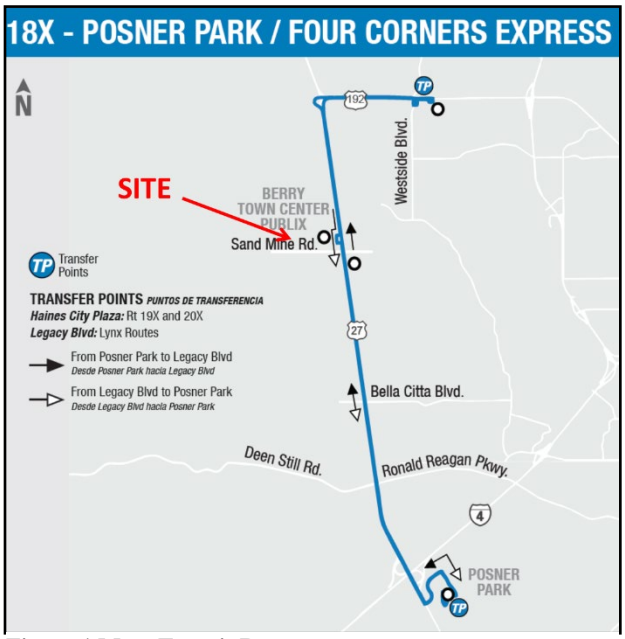


Figure 1 Mass Transit Route

E. Sidewalks

There is a complete sidewalk network along U.S. Highway 27 from the park north to U.S. 192 and south to I-4.

F. Planned Improvements:

Since the Board decided to incentivize urban growth in this portion of the County, there has been a vision to create alternative routes of travel for local traffic than U.S. Highway 27. Once known as the Green Swamp Parkway, now the North Ridge Trail, is an alternative travel corridor that spans from I-4 to Cornerstone Church Place on the west side of U.S. Highway 27 connecting every development in its path together to enhance travel abilities for residents to commerce, destinations, services, and east-west route connections (see Figure 2). The North Ridge Trail has recently received funding in the upcoming budget year to complete engineering and begin construction on the legs between Waverly Barn and Sand Mine Road. There is adequate capacity to support the park as there was 14 years ago when the Planning Commission approved it.

Table 7

Road	Fiscal Year CIP (Construction)	Project Description
Lake Wilson Road widening	Construction Est. Completion 4/2024	Widening Lake Wilson Road from 2 to 4 lanes
North Ridge Trail (Dean Still Road to Sand Mine Road)	Design complete Construction Est Start Date 1/2024	New roadway FDOT construction funding $9.5M and $5M to follow.
North Ridge Trail (Waverly Barn Road to Dean Still Road)	Design complete Construction Est Start Date 1/2024	New roadway. Waiting for BoCC to approve selection of AECOM by RFP committee.
US 27 @ Four Corners	Design complete	Intersection improvements. Final plans submitted to FDOT traffic operations on June 21. Construction agreement is required. FDOT is supplying the signal materials.

Table 7

Road	Fiscal Year CIP (Construction)	Project Description
US 27@ Tierra Del Sol Blvd./Central Grove Road	In design	Developer to design, permit, construct improvements. County to share in construction costs.

Figure 2 North Part of North Ridge Trail

Also important to the future use of the park and fire station is the signalization of Poitrus Road #2 and US. Highway 27 at the park entrance and connection to the north portion of the North Ridge Trail. This will provide an alternative route to U.S. Highway 27 for local traffic and for tourists visiting the attractions in Orange and Osceola Counties. Traffic continues to increase along U.S. Highway 27. Traffic concurrency will not be issued until Level 2 Review is competed. Depending on when that occurs, there may not be enough available capacity. With this connection, trips

flowing to U.S. Highway 27 will be reduced thereby enabling connection to the park without traveling on U.S. Highway 27 for all residential developments on the west side of U.S. 27 from Dean Still Road to Cornerstone Church Place.

Park Facilities and Environmental Lands

The request is to recognize an existing regional park on the Future Land Use Map. The park was approved through a conditional use permit by the Planning Commission in 2010 (CU 10-10). The first constructed phases opened in 2012. The park reached full buildout of all the planned facilities in the fall of 2022. The Comprehensive Plan requires that all County recreation facilities in the unincorporated areas be mapped Recreation and Open Space (ROS).

A. Location:

The Northeast Regional Park is located at 1317 U.S Highway 27

B. Services:

The park contains six (6) lighted multipurpose fields, four (4) lighted baseball/softball fields, four (4) pickleball courts, two (2) racquetball courts, two (2) basketball courts, batting cages, a children's playground, a dog park, a boat ramp, a fishing pier, a walking/jogging trail around the perimeter, restrooms, picnic shelter and pavilions, and concession stands. Current hours of operations are from 5 a.m. to 10 p.m.

C. Multi-use Trails:

There is a multi-use trail that circles the perimeter of the park. There are no offsite multi-use trails planned on the east side of U.S. Highway 27. The Hilochee Wildlife Management Area on the western terminus of Sand Mine Road, opposite U.S. Highway 27 and one mile south of the park, is planned for a future connection to the Florida Trail.

D. Environmental Lands:

The Hilochee Wildlife Management Area begins at the wester terminus of the Sand Mine Road public right-of-way one mile south and one mile west of the park. These lands are made up of fee simple purchases, land dedication, and public conservation easements over private lands. Currently there is no public access nearby, but non-vehicular access is allowed into the property two miles to the north of the park through Lake County and by registering with the Florida Wildlife Conservation Commission. In the future there are plans for the Florida Trail to pass through these lands.

Environmental Conditions

There were few environmental limitations when developing this site for a fire rescue station and park. Soils are well drained. The only wetland and floodplain areas are at the shoreline of Lake Davenport. However, since it was a former citrus grove, there was the presence of sand skinks and gopher tortoises prior to development. The slope of the property towards the lake was a plus and a minus. The well drained soils and proximity to the lake presented an opportunity to test new methods for environmentally sound recreation field management. This was the County's first use

of artificial turf for ballfields. While minimizing the environmental impacts of irrigation, insecticide, and fertilizing the fields it also saves the County money in maintenance costs. The success that was realized at this facility has been used on other ones in the County.

A. Surface Water:

The nearest surface water is Lake Davenport, which abuts the park on the eastern boundary. The park's soils are extremely well drained (Candler Sand), and the stormwater management system is designed to meet a 25 year, 24-hour storm event with a pre-event to post-event volume match, so there is not much runoff leaving the site and flowing into Lake Davenport without pre-treatment. Additionally, the fields are made of artificial turf so fertilized and pesticide usage is minimal. Given the physical characteristics of the property, this facility poses very little or no threat to nearby surface waters.

B. Wetlands/Floodplains:

There are no wetlands shown on the vast majority of site in the GIS Data Viewer for both the National Wetlands Inventory (NWI) and the Southwest Florida Water Management District data. There is a numbered A-zone along the shoreline of Lake Davenport according to the generalized maps provided by the Federal Emergency Management Agency (FEMA). This is to be expected at the shoreline of the lake. The only park facility that encroaches into the floodplain or wetlands is the boat ramp and fishing pier. Both expected to be there and properly permitted.

C. Soils:

The entire park site is comprised of a well-drained sandy soil, Candler Fine Sand according to the U.S. Department of Agriculture, Soil Conservation Service, Polk County Survey. There are very few limitations to development on Candler Sand. Because of its relatively large granular form, amendments and compaction are needed to stabilize the soils for foundations and roadway base. Efficient landscape irrigation is a difficulty as well. That is why the fields are made of artificial turf.

Table 9

Soil Name	**Septic Tank Absorption Field Limitations**	**Small Commercial Buildings**	**% of Site** *(approximate)*
Candler Sand	Slight	Slight	100%

Source: Soil Survey of Polk County, Florida, USDA, Soil Conservation Service

D. Protected Species

According to Polk County Endangered Habitat Maps, there have been sightings of endangered species in the last 20 years around the shores of Lake Davenport (Source: Florida Natural Areas Inventory, 2002, 2006 &2011). Species studies were conducted with the development of the park. Sand skink and Gopher Tortoise mitigation was completed prior to construction of any facilities.

E. Archeological Resources:

According to the Florida Department of State, Division of Historical Resources, there are no archeological sites listed in the Florida Master Site File for Section 12, Township 25, Range 26.

F. Wells (Public/Private)

Polk County Utilities' Holly Hill well site and water treatment facility is over 4,000 feet to the south of the park boundary. The multiuse and baseball fields at the park are comprised of artificial turf. There is very minimal fertilization and insecticide use on the park grounds. The restrooms at the park and fire rescue station are connected to public wastewater. There is a lift station near the boat ramp.

G. Airports:

The site is not within any public airport flight paths or buffer zones. The closest aviation facility is a Helistop 1¼ miles to the north and Heliport at the Sheraton Four Points Hotel 4½ miles to the northeast both on US Highway 192. There is nothing constructed in the park that will have any effect on air traffic.

Economic Factors:

The County has made significant investments in infrastructure to support urban development in this area. Facilities such as water, wastewater, mass transit, fire protection, EMS and recreational facilities provide plenty of capacity for growth. Since the County began investing in infrastructure to serve development in this area, growth has been at a high rate. Housing developments in the area appeal to three main markets; retirement, commuters, and vacation rentals. In this area, there is a significant number of suburban dwellers that commute to work in the greater Orlando metropolitan area. In the past, many in the real estate fields believe this has been attributed to slightly lower land values in Polk compared to the other counties and convenient routes of travel to work and leisure opportunities, but there has been significant urban growth on the other sides of the county line as well. This regional park is enjoyed by many Polk and Osceola County, and families vacationing in the area. Mapping the property ROSX and INST-1X helps investors realize the beneficial amenities in the area.

Consistency with the Comprehensive Plan

Many policies within the Comprehensive Plan are reviewed for consistency with an application. The most relevant policies for the proposed request are included in this section. The policy is first stated and then an analysis of how the request is provided to state that it may or may not be consistent with the Comprehensive Plan. How the request is **consistent or inconsistent** with the Comprehensive Plan is listed below:

- Section 2.102 – General Growth Management policies
- Section 2.104 – Transit Supportive Development Area (TSDA) policies
- Section 2.116 – Institutional
- Section 2.117 – Recreation and Open Space

The table to follow provides a brief breakdown of Section 2.102 policies that are most pertinent to this request.

Table 9 - General Growth Management policies

Comprehensive Plan Policy	Consistency Analysis
POLICY 2.102-A1: DEVELOPMENT LOCATION – Polk County shall promote contiguous and compact growth patterns through the development process to minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, and prevent development patterns where tracts of land are by-passed in favor of development more distant from services and existing communities.	The proposed ROSX district is to recognize an existing regional park. The proposed INSTX district is to recognize an existing fire rescue station. These properties are surrounded by the urban scale development that surrounds them.
POLICY 2.102-A2: COMPATIBILITY - Land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other Policies in this Future Land Use Element, so that one or more of the following provisions are accomplished: a. there have been provisions made which buffer incompatible uses from dissimilar uses; b. incompatible uses are made to be more compatible to each other through limiting the intensity and scale of the more intense use; c. uses are transitioned through a gradual scaling of different land use activities through the use of innovative development techniques such as a Planned Unit Development.	The regional park was constructed on this site to provide for the recreation concurrency needs of the urban scale development permitted in the North US 27 SAP. The INSTX district will recognize an existing fire rescue station that serves the population in the area based on the development density.
POLICY 2.102-A3: DISTRIBUTION - Development shall be distributed throughout the County consistently with this Future Land Use Element so that the public utility, other community services, and public transit and transportation systems can be efficiently utilized; and compact, high-density and intensity development is located where urban services can be made available.	The regional park and fire rescue station were placed in this location to serve the anticipated growth that was planned for the area. This amendment is to recognize the existing uses.
POLICY 2.102-A4: TIMING - The development of land shall be timed and staged in conjunction with the cost-effective and efficient provision of supporting community services which, at a minimum, shall require compliance with the Plan's Level of Service requirements and the County's concurrency management system.	When the area was planned for urban scale development the best location for recreation and fire rescue services was not known. When it became apparent, the needs were too great to go through the lengthy CPA process. The ROSX and INSTX designations will acknowledge the regional park and fire station on the Future Land Use Map.
POLICY 2.102-A15: ADEQUATE PUBLIC FACILITIES - The County will direct new growth to areas where adequate public facilities exist or are planned; and ensure that essential services are in place to provide for efficient, cost effective response times from the Fire Department, Sheriff's Department, and Emergency Management Service (EMS).	The requested INSTX district is to recognize the placement of fire rescue services on this site to ensure that adequate response times of emergency services are maintained in the area.

The table to follow provides a brief breakdown of Section 2.104 policies that are most pertinent to this request.

Table 10 – Transit Supportive Development Area Policies

Comprehensive Plan Policy	Consistency Analysis
POLICY 2.104-A1: DESCRIPTION -- Transit Supportive Development Areas shall meet the following criteria: a. be those areas where the availability of infrastructure and other community facilities and services, including, but not limited to mass transit and other transportation alternatives, utilities, **public safety, recreational** and educational services, promotes and supports the location of higher density and intensity compact, mixed use development; b. be supported by existing or planned urban type services that are programmed or expected for the 10-year planning horizon; c. be designated as part of a coordinated land use and transportation strategy that supports the provision of improved and expanded transit services, as identified in the Transportation Planning Organization (TPO) 2060 Transportation Vision Plan and the connecting circulator routes, in order to increase mobility and travel options; d. include development criteria that: 1. promote the development of walkable communities which include a balance between employment opportunities, mix of complementary uses and activities, and a range of housing opportunities; 2. improve access to employment areas, schools, shopping and recreational opportunities;	Both the regional park and fire rescue station have been developed to provide the services needed for other forms of development in the TSDA as stated in the policy highlighted.
POLICY 2.104-A5: DEVELOPMENT CRITERIA -- Development within the Transit Supportive Development Areas shall conform to the following criteria as further specified by the Land Development Code:	
a. provide access to transit facilities;	A bus pull-off and shelter are constructed on the U.S. Highway 27 frontage. The stop is served by route 18X (Posner Park/Four Corners).
b. connect to centralized potable water and sanitary sewer systems;	The County provides public water to the property but only the fire rescue station and restrooms at the park are connected to wastewater.
c. incorporate design features that promote healthy communities and green building practices, as established in Section 2.1251, Community Design, of this element;	The fire rescue station that this CPA is recognizing promotes healthy communities by providing public safety facilities. The park helps them remain healthy.
d. implement “Complete Street’ and “Conservation Development” principles as established under Section 2.1251, Community Design, of this element;.	This CPA is to recognize an existing public use. Both facilities are connected to the sidewalk system that runs the length of U.S. Highway 27 to other nearby residential developments. There is a paved multiuse trail that connects all the recreation facilities within the park.
e. integrate pedestrian-oriented features, including sidewalks, trails or walkways into every development including appropriate pedestrian shelters or awnings;	Both facilities are connected to the sidewalk system that runs the length of U.S. Highway 27 to other nearby residential developments. There is a paved multiuse trail that connects all the recreation facilities within the park.
f. provide access to civic space, parks, green areas, and open space and other amenities;	The existing use is a public park.

Table 10 – Transit Supportive Development Area Policies

Comprehensive Plan Policy	Consistency Analysis
g. be supported by public safety (i.e., fire, EMS and law enforcement);	The purpose of the fire station that this CPA is recognizing is public safety.
h. have access to public schools, and	Schools need fire stations, not the other way around. School teams use the park facilities.
i. provide connectivity with adjacent uses within the TSDA, and facilitate connectivity between the TSDA and other urban centers and the rural development areas.	Both facilities are connected to the sidewalk system that runs the length of U.S. Highway 27 to other nearby residential developments. However, there is no vehicle connections. There is only one way: U.S. Highway 27.
j. encourage the inclusion of a variety of housing choices, other than single family detached homes, townhomes, condominiums, and residential units in mixed use buildings by establishing minimum densities that preclude the exclusive use of single family detached units within designated areas as established in Policy 2.104-A7.	These districts support increased housing densities so that more housing choices can be developed in the area.

Table 11 – Institutional Policies

Comprehensive Plan Policy	Consistency Analysis
POLICY 2.116-A1: CHARACTERISTICS - Institutional areas are primarily characterized by private and public-service structures.	This CPA recognizes an existing County fire station and public park.
POLICY 2.116-A3: LOCATION CRITERIA - Institutional development may occur within the lands designated Institutional on the Future Land Use Map Series, and in any other land use designation throughout the County, unless further prohibited by the Land Development Code the County in accordance with Section 163.3201(1), FS. The following factors shall be taken into consideration when determining the appropriateness of establishing new Institutional areas on the Future Land Use Map Series, or in approving the location for an institutional use not located within lands classified as Institutional: a. Accessibility to roadways, with consideration being given to regional transportation issues for large-scale institutional developments having a regional market. b. Proximity to incompatible land uses, which is dependent upon the intensity of the institutional use (buffering may be provided to mitigate adverse impacts). c. The locational criteria enumerated in Policy 2.102-A9 and Policy 2.102-A10. d. Proximity to similar and compatible uses providing opportunities for shared facilities.	a. This site has frontage on an arterial road. b. The closest residential structure is approximately 200 feet away. c. It meets the criteria enumerated in in Policy 2.102-A9 and Policy 2.102-A10. See pages 10 thru 18 of the staff report. d. This is the only INST for miles around. e. There is a school 1¼ miles to the south.

Table 11 – Institutional Policies

Comprehensive Plan Policy	Consistency Analysis
e. Plans of the School Board and other public service agencies with jurisdiction in the County	
POLICY 2.116-A4: DEVELOPMENT CRITERIA - Institutional development shall conform to the following criteria: a. Institutional uses include, but are not limited to: private and public-service structures. These commonly include: 1. public and private educational facilities; 2. government-administration buildings; 3. public-safety structures (e.g. police and fire); 4. cultural facilities (e.g. libraries, museums, and performing-arts theaters); 5. health-care facilities e.g. **hospitals**, medical centers, clinics, nursing homes, adult day care centers, group homes, group living facilities, emergency shelters, residential treatment facilities.	The County currently owns the property will continue to use it for a Fire/EMS station. The original Conditional Use approval was August 10, 2010.
b. Large institutional areas should be designed so that the more intensive uses are at the center of the development, with less intensive uses near the fringes.	1.95 acres is not large.
c. Prior to site planning, the School Board, independent special districts and other governmental entities shall communicate to one another to pursue potential colocation of government services.	The property was purchased for a park and the fire rescue station was added. There is not room for a school on the site.
d. Commercial uses within institutional areas mapped on the Future Land Use Map Series shall be primarily for the purpose of serving the institutions within the area and shall be limited to a scale appropriate for that purpose.	It's a fire station. Not a place for commercial uses.
e. Institutional sites shall be designed to provide for: 1. Adequate parking to meet the present and future demands of the use. 2. Buffering where the effects of lighting, noise, odors, and other such factors would adversely affect adjacent land uses. Parking lots, loading areas, dumpsters, utilities and air conditioning units, signage, etc. are examples of facilities which may require special buffering provisions.	The site has the use of the regional park if more parking is needed.
f. Multi-family residential uses may be permitted at densities up to and including 15 dwelling units per acre as part of a Planned Development. Residential uses may be permitted according to the following: 1. Residential uses shall only be established adjacent to or in conjunction with a university, college, vocational school or other similar educational institution. 2. Residential development shall be intended to primarily meet the housing needs for students and facility members of the nearby educational institution.	No multifamily uses are proposed or characteristic of a fire station.

Table 11 – Institutional Policies

Comprehensive Plan Policy	Consistency Analysis
g. Recreational uses accessory to the institutional use or compatible with the location of the institutional district.	The other 80.26 acres is dedicated to recreation.

Table 12 – Recreation and Open Space Policies

Comprehensive Plan Policy	Consistency Analysis
POLICY 2.117-A1: CHARACTERISTICS - Recreation and open space areas are primarily sites and facilities which are accessible to the general public, and which are oriented toward providing recreation services for the resident and the short and long-term visitor to Polk County. A recreational activity included within recreation and open space areas may be motorized, allow for the discharge of firearms, accommodate nighttime use, and produce large crowds at events. Retail sales are limited to concessions at events or to enhance the quality of the recreation experience onsite unless combined with commercially designated lands.	The Northeast Regional Park has lights to accommodate nighttime use and a boat ramp where motorized vessels may launch for access to Lake Davenport. There are concession stands at the ballfields for use during league play events. They are not opened daily.
POLICY 2.117-A2: DESIGNATION AND MAPPING - Recreation and open space areas shall be designated and mapped on the Future Land Use Map Series as "Recreation and Open Space" (ROS) and shall include all existing publicly accessible recreation and open space areas.	Yes.
POLICY 2.117-A3: LOCATION CRITERIA - Designation of new Recreation and Open Space areas on the Future Land Use Map Series shall occur. Consider the following factors when determining the appropriateness of designating new Recreation and Open Space areas: a. facilities meeting the recreation level-of-service standard (Policy 3.502-E2) and fulfilling the recreation and open space acquisition plan (Policies 3.502-E3, 3.502-E6, and 3.502-E9); b. satisfying resident and seasonal visitor/tourist recreation demand; c. impacts of the proposed uses on public facilities and services; d. vehicle access relative to the size and planned intensity of a proposed ROS district; e. distance to lake and river access, greenways, bicycle, pedestrian, and fixed route transit facilities, both existing and planned; and, f. the locational criteria enumerated in Policy 2.102-A9 and Policy 2.102-A10.	The Northeast Regional Park embodies all of these factors: built to meet recreation level-of-service, satisfies resident and tourist demands, has access to all urban public facilities, has direct access on an arterial road, with a transit stop, and access to a lake.
POLICY 2.117-A4: DEVELOPMENT CRITERIA - Recreation and Open Space development shall conform to the following criteria: a. provide for adequate parking to meet the present and future demands of the use; b. provide buffering, screening or setbacks where the effects of lighting, noise, odors, and other such factors may adversely affect adjacent land uses. Parking lots, dumpsters, utilities and air handling units, signage, etc. are examples of activities that may require special buffering, screening or setbacks provision; and c. incorporate water and energy conserving techniques.	The NE Regional Park has plenty of parking, as well as overflow. Buffering was required and planted with the Conditional Use approval in 2010. The ballfields are made of artificial turf to minimize water use. The other landscaping is irrigated with reclaimed water from the wastewater treatment plant. The property is not in the Green Swamp.

Table 12 – Recreation and Open Space Policies

Comprehensive Plan Policy	Consistency Analysis
d. in the Rural Special Protection Area of the Green Swamp Area of Critical State Concern Recreation and Open Space may not include the following: 1. Motorized Recreation except when providing access for disabled persons and boat access for non-competitive recreation; 2. Recreation activities that produce large crowds (more than 250 people); or, 3. Facilities with lighting that accommodates nighttime use.	

Urban Sprawl Analysis

After analyzing the primary indicators of Urban Sprawl per *Policy 2.109-A10* of the Polk County Comprehensive Plan, it is apparent that the proposed request is not considered urban sprawl based on these criteria. Table 12 (below) depicts the Urban Sprawl Criteria used by staff as indicators of Urban Sprawl. However, this is one of the last available properties for development in an area that has long been planned for urban development. It is in no way urban sprawl.

Urban Sprawl Criteria: The following table lists the criteria are the primary indicators of urban sprawl per Florida Statutes Policy 2.102-A11.

Table 12 Urban Sprawl Criteria

Urban Sprawl Criteria	Sections referenced in this report
a. *Promotes substantial amounts of low-density, low-intensity, or single use development in excess of demonstrated need.*	Summary of analysis
b. *Allows a significant amount of urban development to occur in rural areas.*	Summary of analysis
c. *Designates an urban development in radial, strip isolated, or ribbon patterns emanating from existing urban developments.*	Summary of analysis, surrounding Development, compatibility
d. *Fails to adequately protect and conserve natural resources and other significant natural systems.*	Summary of analysis, surrounding Development, compatibility
e. *Fails to adequately protect adjacent agricultural areas.*	Compatibility with Surrounding Land Uses
f. *Fails to maximize existing public facilities and services.*	Summary of Analysis, Infrastructure
g. *Fails to minimize the need for future facilities and services.*	Summary of Analysis, Infrastructure
h. *Allows development patterns that will disproportionately increase the cost of providing public facilities and services.*	Summary of Analysis, Infrastructure
i. *Fails to provide a clear separation between urban and rural uses.*	Summary of Analysis, Compatibility with Surrounding Land Uses
j. *Discourages infill development or redevelopment of existing neighborhoods.*	Summary of Analysis, Compatibility with Surrounding Land Uses
k. *Fails to encourage an attractive and functional mixture of land uses.*	Summary of Analysis, Compatibility with Surrounding Land Uses

Urban Sprawl Criteria: The following table lists the criteria are the primary indicators of urban sprawl per Florida Statutes Policy 2.102-A11.

Table 12 Urban Sprawl Criteria

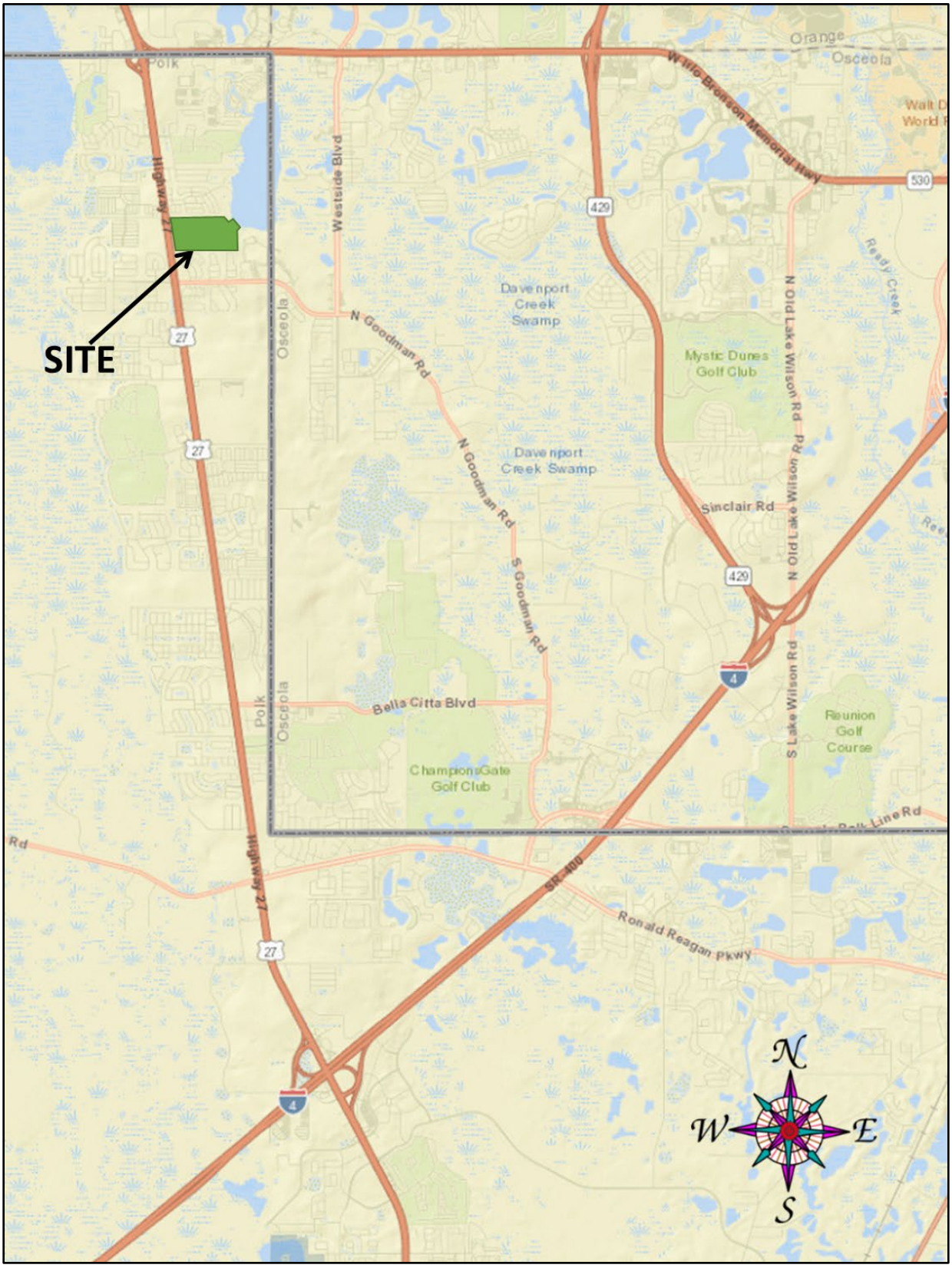
Urban Sprawl Criteria	Sections referenced in this report
l. *Will result in poor accessibility among linked or related land uses.*	Summary of Analysis, Compatibility with Surrounding Land Uses
m. *Results in the loss of a significant amount of open space.*	Summary of Analysis, Compatibility with Surrounding Land Uses

Comments from other Agencies:

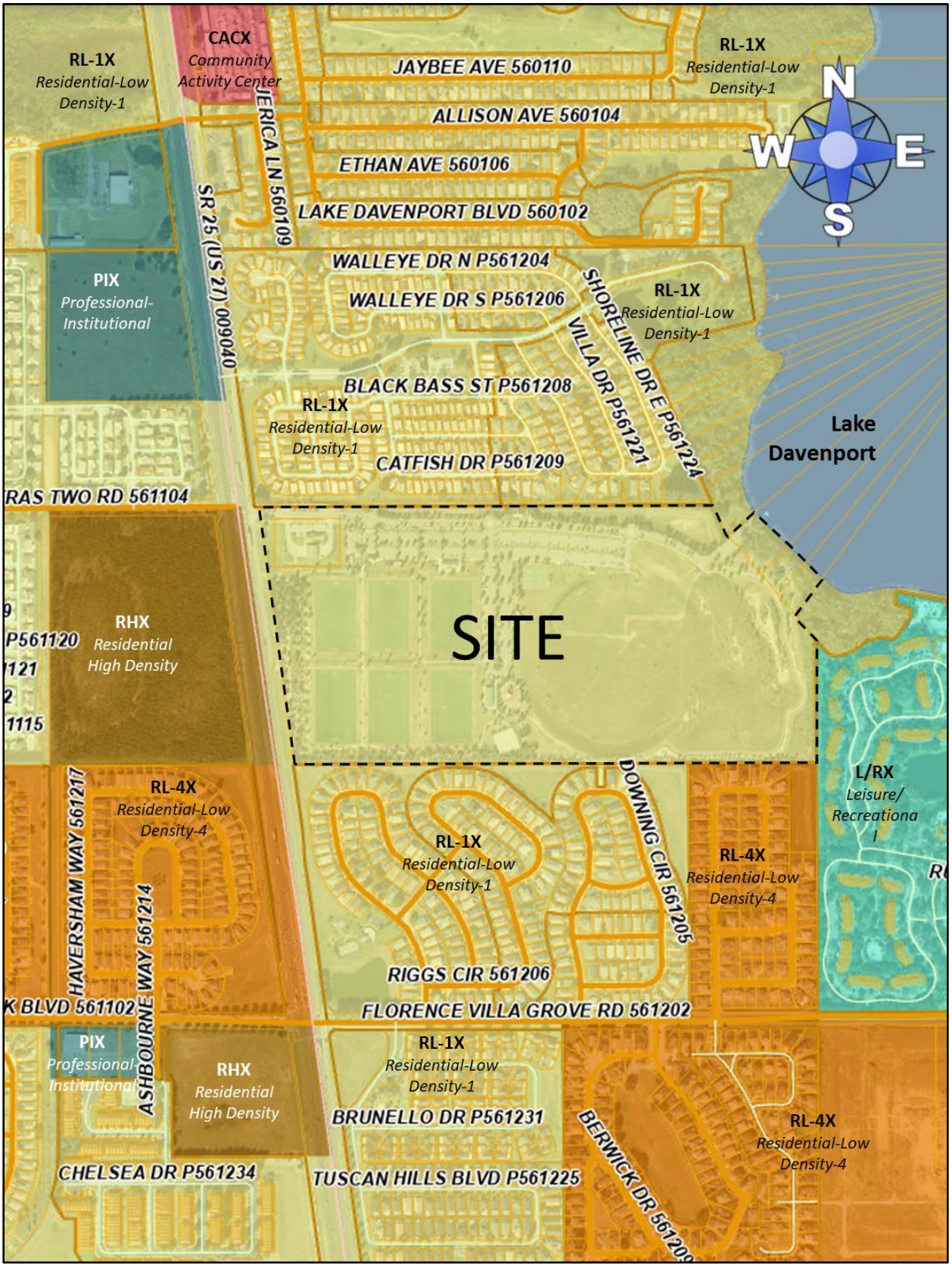
The County Surveyor's office has reviewed the legal description included in the draft ordinance for completeness and accuracy.

Exhibits:

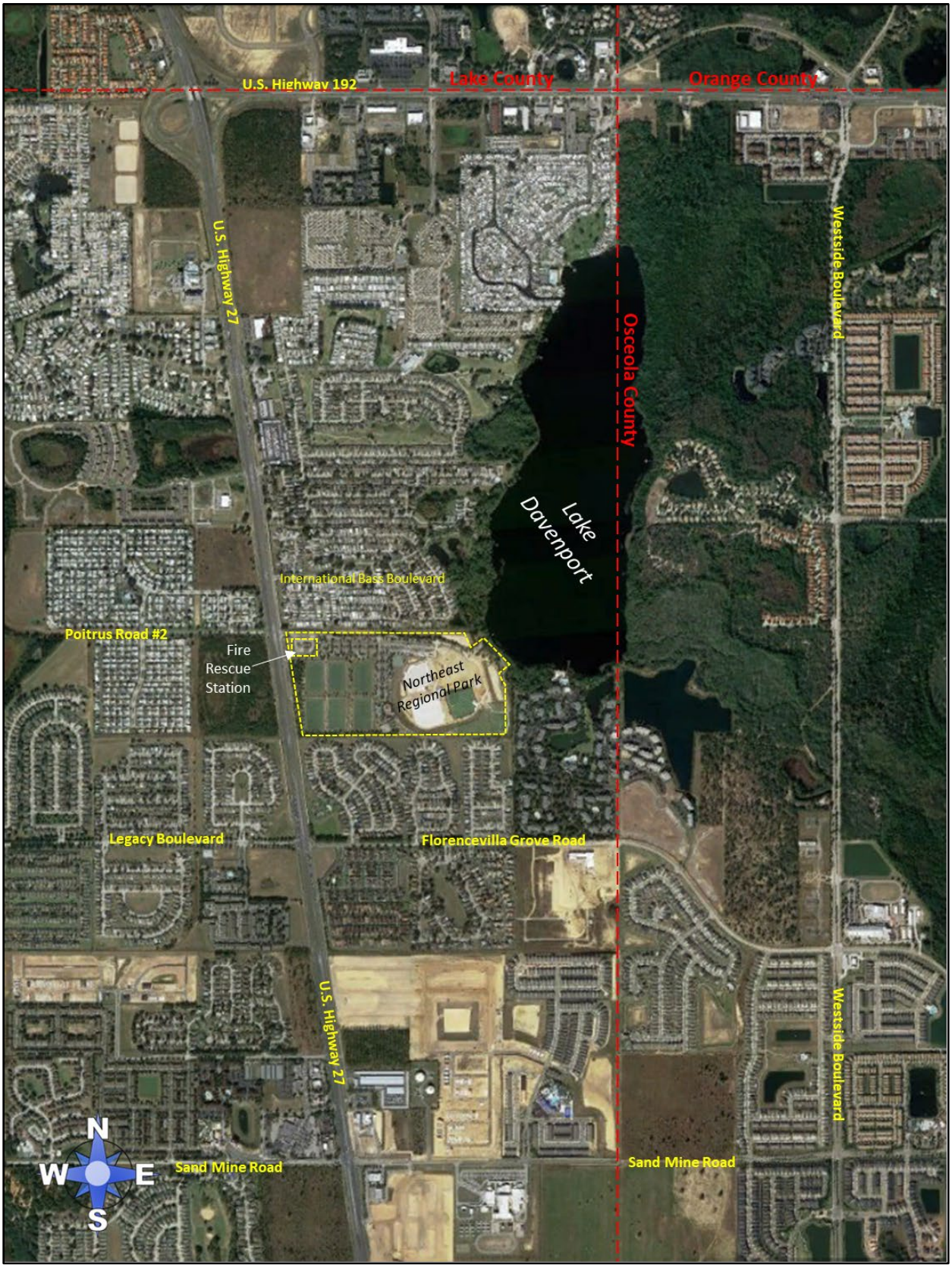
Exhibit – 1 Location Map
Exhibit – 2 Future Land Use Map
Exhibit – 3 2021 Satellite Photo (Context)
Exhibit – 4 2021 Aerial Photo (Close-up)
Exhibit – 5 District Use Comparison Table
Exhibit – 6 Site Pictures



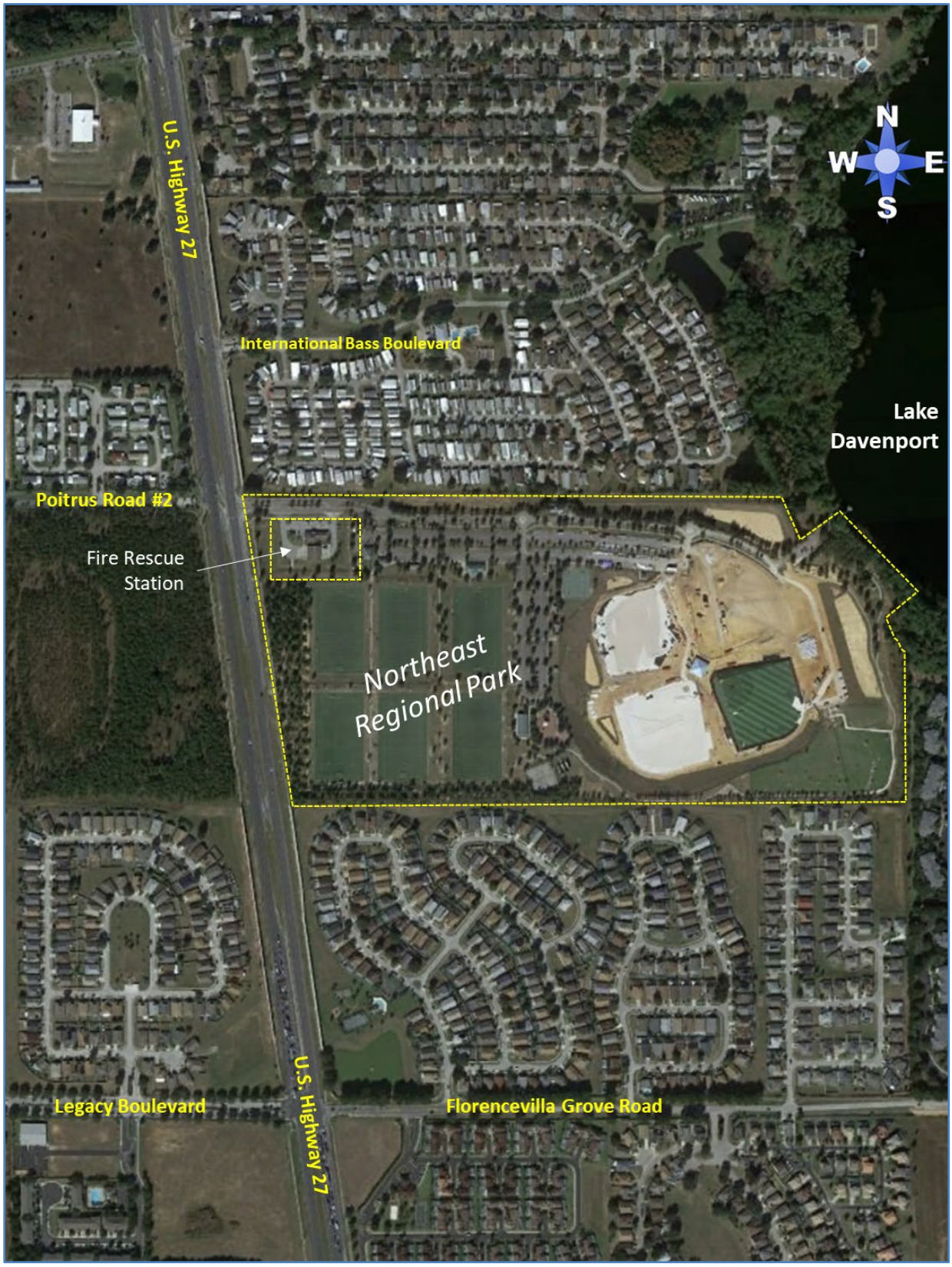
Location Map



Future Land Use Map



2021 Satellite Photo (Context)



2021 Satellite Photo (Close Up)

Comparison of Permitted and Conditional Uses*

District	Permitted Uses	Administrative Review	Public Hearing(s) Required
RL-1X *Residential Low-1X*	Single-family Detached Home	Small Group Home (<or=6 residents) Single Mobile Home Small Emergency Shelter (<or=6) Low Intensity Recreation Elementary School Middle School	Mobile Home Park & Subdivision Adult Day Care Center (7+ clients) Group Living Facility (15+ clients) Bed and Breakfast Childcare Center Community Center Communication Tower Cultural Facility Emergency Shelter, Large (15+) Government Facility High Intensity Recreation Helistop Vehicle Oriented Recreation Religious Institution High School Leisure/Special Interest School
ROSX *Recreation and Open SpaceX*	Leisure/Special Interest School	Community Center Golf Course Government Facility Helistops Low Intensity Recreation Passive Recreation High Intensity Recreation Small Emergency Shelter (<or=6) Vehicle Oriented Recreation Religious Institution Riding Academies	Communication Tower Government Facility Outdoor Concert Venue Water Ski School
INST-1 *Institutional-1X*	Childcare Center Government Facility Lodges and Retreats Elementary School Middle School Leisure/Special Interest School Production Studio Transit Facility	Group Living Facility (7+ clients) Adult Day Care Center (7+ clients) Cemetery Clinics & Medical Offices Community Center Communication Tower Cultural Facility Emergency Shelter (7+) Heliports & Helistops Nursing Home Offices & Office Park High & Low Intensity Recreation Vehicle Orien ted Recreation Religious Institution Research & Development Solar Power Generation Facility	Multifamily Housing (dormitories) Gas Station (fleet) Hospital Lime Stabilization Facility Residential Treatment Facility High School Residential Treatment Facility Vo-Tech, College or University Water Ski School Class III Utility

**Uses with the same level of review in both categories not listed nor are agricultural and utility uses preempted by State Law Also excluded are uses impractical due to property size or location.*

Site Pictures

ORDINANCE NO. 2024 -____

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING THE ADOPTION OF **LDCPAL-2023-5**, AN AMENDMENT TO THE POLK COUNTY COMPREHENSIVE PLAN, ORDINANCE 92-36, AS AMENDED, TO CHANGE THE FUTURE LAND USE MAP DESIGNATION ON 82.21+/- ACRES FROM RESIDENTIAL LOW - X (RLX) TO 80.26+/- ACRES OF RECREATION AND OPEN SPACE – X (ROSX) AND 1.95+/- ACRES OF INSTITUTIONAL-X (INSTX) LOCATED EAST OF U.S. HIGHWAY 27, SOUTH OF INTERNATIONAL BASS BOULEVARD, NORTH OF FLORENCE VILLA GROVE ROAD, WEST OF THE OSCEOLA COUNTY LINE, SOUTH OF CLERMONT, NORTH OF HAINES CITY AND THE CITY OF DAVENPORT IN SECTION 12, TOWNSHIP 25, AND RANGE 26.; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section I(g) of the Constitution of the State of Florida and the Community Planning Act, Chapter 163, Part II, Florida Statutes (FS), as amended, (the Act) Polk County is authorized and required to adopt a Comprehensive Plan (Plan); and

WHEREAS, Section 163.3184, FS, and Comprehensive Plan Section 4.305.B, provides for the approval of Large-Scale Comprehensive Plan Amendments; and

WHEREAS, Application LDCPAL 2023-5 is a County-initiated application to change the future land use designation of 82.21+/- acres from Residential Low - X (RLX) to 80.26+/- acres of Recreation And Open Space – X (ROSX) and 1.95+/- acres of Institutional-X (INSTX) in the North U.S. Highway 27 Selected Area Plan and in the Transit Supportive Development Area (TSDA), (the "Amendment"); and

WHEREAS, pursuant to Section 163.3174, FS, the Local Planning Authority (Planning Commission) conducted a public hearing, with due public notice having been provided, Amendment on September 6, 2023; and

WHEREAS, pursuant to Section 163.3184, FS, the Board of County Commissioners on November 7, 2023, held an initial public hearing and authorized transmittal of the Amendment to the Florida Department of Commerce (Florida Commerce) for written comment, and

WHEREAS, DEO, by letter dated December ??, 2023, transmitted objections, recommendations, and comments on the Amendment; and

WHEREAS, pursuant to Section 163.3184, FS, the Board of County Commissioners conducted an adoption public hearing, with due public notice having been provided, on the Amendment on January 2, 2023; and

WHEREAS, the Board of County Commissioners, reviewed and considered all comments received during said public hearing, and provided for necessary revisions; if any; and

WHEREAS, the Board of County Commissioners has considered the data and analysis contained within the staff report; and

WHEREAS, the Amendment is consistent with Chapter 163, FS, and the Polk County Comprehensive Plan.

NOW THEREFORE, BE IT ORDAINED by the Polk County Board of County Commissioners:

SECTION 1: LEGISLATIVE FINDINGS OF FACT
The findings of fact set forth in the recitals to this Ordinance are true and correct and hereby adopted.

SECTION 2: COMPREHENSIVE PLAN AMENDMENT
The Future Land Use Map of Ordinance No. 92-36, as amended, (the "Polk County Comprehensive Plan") is hereby amended to reflect a change in the Future Land Use designation on 80.26 +/- acres from Residential Low-X (RLX) to Recreation Open Space-X (ROSX), on the parcel listed below and graphically depicted on the parcel map in Attachment "A".

Parcels:

262512-000000-014010,
262512-000000-011120,
262512-000000-011130, and
262512-000000-011140.

Described to follow.

Lot No. 13 described as:

Commencing 780 feet East of N ¼ Corner Section 12, Township 25 South, Range 26 East; thence S 26°16' W, 661.8 feet; thence S 21°52' E, 940 feet; thence S 39°55'E, 45 feet for a Point of Beginning; thence S 39°55' E, 130 feet; thence Northeasterly to Northeast Corner Section 12; thence Southwesterly to Point of Beginning;

AND

Lot No. 14 described as:

Commencing 780 feet East of North ¼ corner Section 12, Township 25 South, Range 26 East; thence S 26° 16 West, 661.8 feet; South 21°52' E, 940 feet; thence S 39° 55' E, 175 feet for a Point of Beginning; thence S 39° 55' E, 133 feet; thence Northeasterly to Northeast Corner Section 12; thence Southwesterly to Point of Beginning;

AND

Lot No. 15 described as:

Commence at a point 780 feet East of the North ¼ Corner of Section 12, Township 25 South, Range 26 East; thence South 26° 16' West, 661.8 feet; thence South 21° 52' East, 940 feet; thence South 39° 55' East, 308 feet for a Point of Beginning; thence South 39° 55' East, 137 feet; thence Northeasterly to the Northeast corner of Section 12, thence Southwesterly to the Point of Beginning, Polk County, Florida.

AND

Lot No. 16 described as:

Commence at a point 780 feet East of the North ¼ Corner of Section 12, Township 25 South, Range 26 East, thence South 26° 16' West, 661.8 feet; thence South 21° 52' East, 940 feet; thence South 39° 55' East, 445 feet for a Point of Beginning, thence South 39° 55' East. 141 feet, thence Northeasterly to the Northeast Corner of Section 12; thence Southwesterly to the Point of Beginning, Polk County, Florida.

AND

The Southeast ¼ of the Northwest ¼ of Section 12, Township 25 South, Range 26 East; AND All that part of the Southwest ¼ of the Northwest ¼ of Section 12, Township 25 South, Range 26 East, lying East of Federal Highway #27.

AND

Beginning at the Northwest Corner of Southwest ¼ of Northeast ¼ of Section 12, Township 25 South, Range 26 East, thence East 789.85 feet; thence at an angle of 67° 58' to the Right, 140 feet; thence at an angle of 18° 03' to the Left, 749.65 feet to a point in the East line of said Southwest ¼ of Northeast ¼, thence South 635 feet to the Southeast Corner of said Southwest ¼ of Northeast ¼; thence West to the Southwest Corner of said Southwest ¼ of Northeast ¼; thence North to Point of Beginning.

AND

LESS AND EXCEPT COMMENCE AT THE NORTHWEST CORNER OF LAKE DAVENPORT ESTATES WEST, PHASE ONE AS RECORDED IN PLAT BOOK 96, PAGES 35 – 38, OF SAID PUBLIC RECORDS, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF UNITED STATES HIGHWAY 27 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 16180-2510; THENCE NORTH 89°34'28" EAST, ALONG THE NORTH LINE OF SAID LAKE DAVENPORT ESTATES 25.43 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°34'28" EAST, 4.36 FEET; THENCE NORTH 48°05'07" WEST, 3.22 FEET; THENCE SOUTH 41°54'53" WEST, 2.93 FEET TO THE POINT OF BEGINNING. CONTAINING 5 SQUARE FEET MORE OR LESS.

Less and Except

COMM SE COR OF LAKESIDE AT BASS LAKE SUBD PB 99 PG 35 S89-32-24W ALONG S LINE OF SAID LAKESIDE AT BASS LAKE SUBD 1094 FT TO SE COR OF INTERNATIONAL BASS LAKE RESORT PH ONE SUBD PB 87 PG 16 CONT S89-32-24W ALONG S LINE OF SAID INTERNATIONAL BASS LAKE RESORT PH ONE 836.83 FTS00-

27-36E 60 FT TO POB S00-27-36E 250 FT S89-32-24W 340 FT N00-27-36W 250 FT N89-32-24E 340 FT TO POB

Containing 80.26 Acres, more or less.

SECTION 3: COMPREHENSIVE PLAN AMENDMENT

The Future Land Use Map of Ordinance No. 92-36, as amended, (the "Polk County Comprehensive Plan") is hereby amended to reflect a change in the Future Land Use designation on 1.95 +/- acres from Residential Low-X (RLX) to Institutional-X (INSTX), on the parcel listed below and graphically depicted on the parcel map in Attachment "B".

Parcel: 262512-000000-032010 described as:

COMM SE COR OF LAKESIDE AT BASS LAKE SUBD PB 99 PG 35 S89-32-24W ALONG S LINE OF SAID LAKESIDE AT BASS LAKE SUBD 1094 FT TO SE COR OF INTERNATIONAL BASS LAKE RESORT PH ONE SUBD PB 87 PG 16 CONT S89-32-24W ALONG S LINE OF SAID INTERNATIONAL BASS LAKE RESORT PH ONE 836.83 FTS00-27-36E 60 FT TO POB S00-27-36E 250 FT S89-32-24W 340 FT N00-27-36W 250 FT N89-32-24E 340 FT TO POB

Containing 1.95 Acres, more or less.

SECTION 4: SEVERABILITY

If any provision of this Ordinance is held to be illegal, invalid, or unconstitutional by a court of competent jurisdiction the other provisions shall remain in full force and effect.

SECTION 5: EFFECTIVE DATE

The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the Florida Department of Commerce (Florida Commerce) posts a notice of intent determining that this amendment is in compliance. If timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency, or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Florida Department of Commerce (Florida Commerce).

SECTION 6: FILING WITH THE DEPARTMENT OF STATE:

The Clerk and Auditor to the Board of County Commissioners of Polk County, Florida, shall file a certified copy of this ordinance with the Department of State, through the Secretary of State, upon adoption by the Board of County Commissioners of Polk County, Florida.

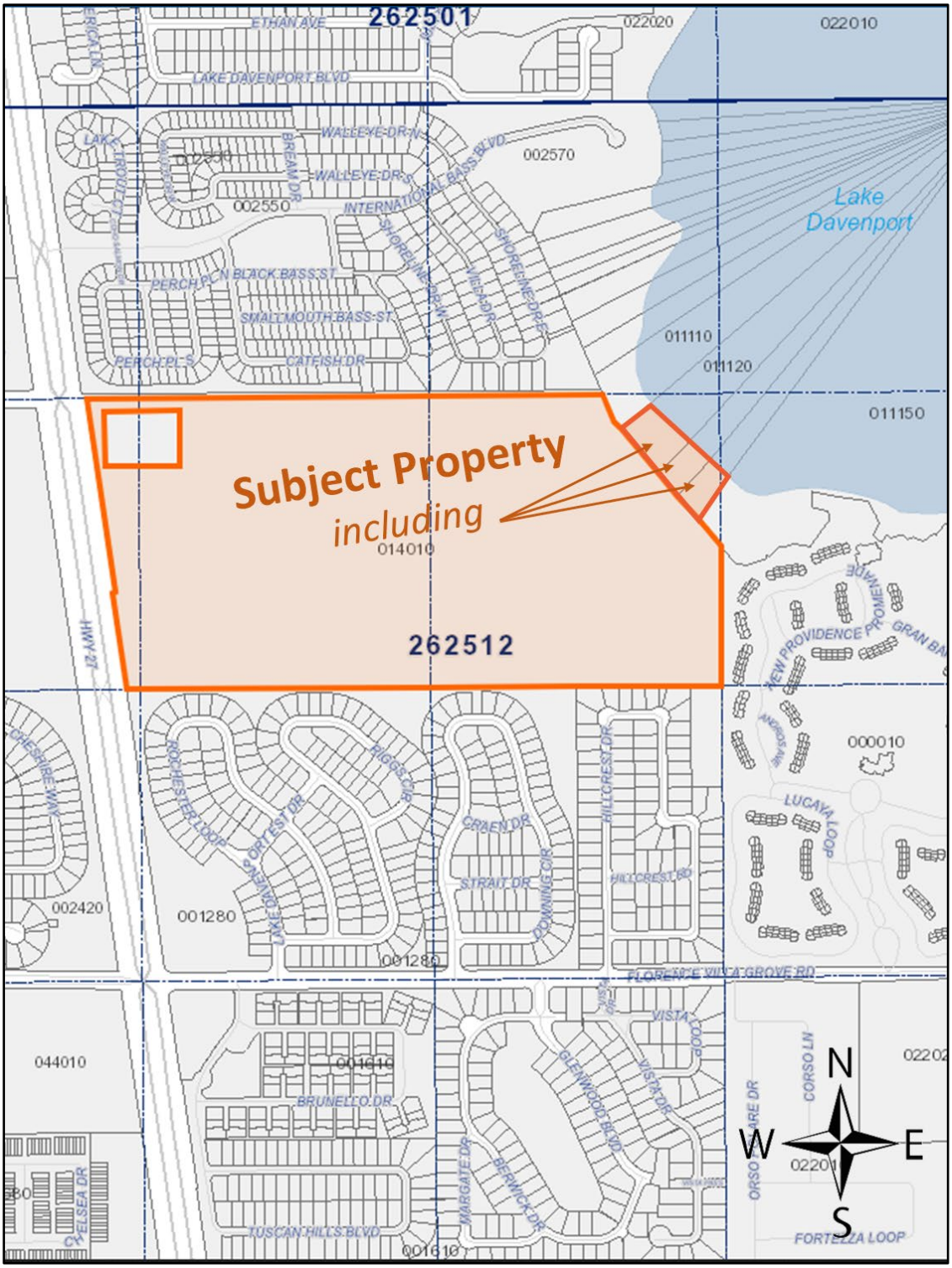
ADOPTED, in open session of the Polk County Board of County Commissioners with a quorum present and voting this 9th day of January 2024.

ATTACHMENT "A"

LDCPAL-2023-5

Future Land Use: From RLX to ROSX on 80.26+/- Acres

Location: East of U.S. Highway 27, south of International Bass Boulevard, north of Florencevilla Grove Road, west of the Osceola County Line, South of Claremont, North of Haines City of the city of Davenport in **Section 12, Township 25, and Range 26.**



PARCEL DETAIL

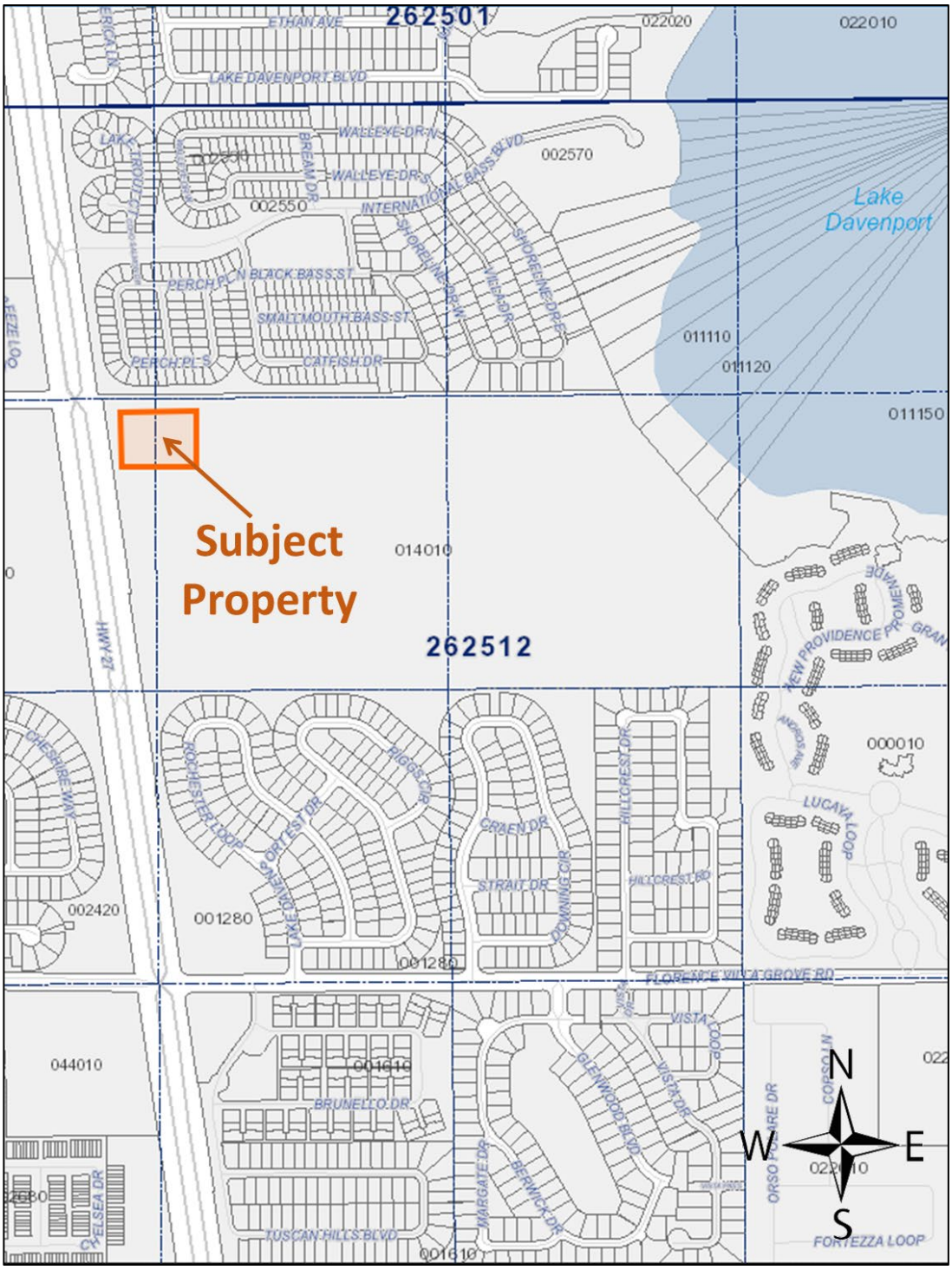
Note: Not to Scale

ATTACHMENT "B"

LDCPAL-2023-5

Future Land Use: From RLX to INSTX on 1.95+/- Acres

Location: East of U.S. Highway 27, south of International Bass Boulevard, north of Florencevilla Grove Road, west of the Osceola County Line, South of Claremont, North of Haines City and the city of Davenport in **Section 12, Township 25, and Range 26.**



PARCEL DETAIL

Note: Not to Scale

Polk County

Board of County Commissioners

Agenda Item P.1. 11/7/2023

SUBJECT

PUBLIC HEARING to consider the adoption of an ordinance setting the yearly salary of Commissioners in accordance with Section 2.5 of the Polk County Charter.

DESCRIPTION

The Charter provides that Commissioners may by unanimous vote of the members of the entire Board of County Commissioners amend their annual salary. "Any increase shall not exceed the average percentage increase in the salaries of county employees for the fiscal year just concluded, or the percentage change in the U.S. consumer price index for the previous year, whichever is less." The proposed increase of 3.50% which is the lesser of the average percentage increase in the salaries of county employees for the fiscal year 22-23 (3.50%) and the percentage change in the U.S. consumer price index for 2022 (6.5%). If approved, the Commissioner's salaries will increase from $47,939.65 to $49,617.54 a difference of $1,677.89.

RECOMMENDATION

Adopt Ordinance for the purpose of increasing the yearly salary of Polk County Commissioners by 3.5% as provided for by the Polk County Charter.

FISCAL IMPACT

Fiscal impact of $8,389.45. Funds were included within the FY 23-24 budget to cover this increase.

CONTACT INFORMATION

Randy Mink, County Attorney

863-534-7679

ORDINANCE NO. 23-____

AN ORDINANCE INCREASING THE SALARY OF THE MEMBERS OF THE POLK COUNTY COMMISSION; PROVIDING THE AMOUNT OF THE INCREASE; PROVIDING THE EFFECTIVE DATE OF THE SALARY INCREASE AS JANUARY 1, 2024; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Polk County Charter, in Section 2.5, set the yearly salary of Commissioners serving on the Board of County Commissioners elected on or after November 7, 2000; and

WHEREAS, the Charter further provides that the salary may be amended, by Ordinance, upon a unanimous vote of the members of the entire Board of County Commissioners; and

WHEREAS, based on previous ordinances adopted by the Board of County Commissioners, the current approved salary of Commissioners serving on the Board of County Commissioners is $47,939.65.

WHEREAS, it is the desire of the Commissioners now serving on the Board of County Commissioners that the salary shall be increased based the lesser of the average percentage increase in the salaries of county employees for the fiscal year just concluded and the percentage change in the U.S. consumer price index for the previous year as allowed pursuant to the Polk County Charter.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA, THAT:

SECTION 1.

By unanimous vote of the members of the entire Board of County Commissioners, the salary of the Commissioners shall be increased by 3.50% which is the lesser of the average percentage increase in the salaries of county employees for the fiscal year just concluded (3.50%) and the percentage change in the U.S. consumer price index for the previous year (6.50%) as required by Section 2.5 of the Polk County Charter.

SECTION 2.

This salary increase to $49,617.54 shall be effective on January 1, 2024.

SECTION 3.

Any Commissioner may opt-out of receiving the salary increase provided herein by providing written notice to the Clerk of the Board on or before December 15, 2023, which shall substantially be in the following form:

I Commissioner _____ hereby opt-out of receiving the increase in salary effective January 1, 2024 and elect to receive _____ as my salary for calendar year 2024.

A Commissioner's election not to receive the salary increase shall not affect the yearly salary for subsequent Commissioner's which represent the district and upon the Commissioner vacating the seat for the district, the yearly salary shall be adjusted to the maximum yearly salary allowed for Board of County Commissioners.

A Commissioner that elected not to receive the increase pursuant to previous ordinances will receive the increase provided herein unless the Commissioner provides notice to the Clerk of the Board on or before December 15, 2023 of his or her election to opt-out of the increase provided herein. In such case, the current salary of the commissioner shall be increased by 3.50%.

SECTION 4. Severability

If any provision or application of this Ordinance is for any reason held invalid, such invalidity shall not affect the remaining provisions or applications of this Ordinance which can be given effect without the invalid provision or application and, to this end, the provisions of this Ordinance are declared severable.

SECTION 5. Effective Date

This Ordinance shall become effective upon the filing of the Ordinance with the Florida Department of State.

Passed by the Board on this 7th day of November, 2023.

Agenda Item P.2. 11/7/2023

SUBJECT

PUBLIC HEARING to consider adoption of an ordinance prohibiting smoking and vaping in public parks within unincorporated Polk County.

DESCRIPTION

In June 2022, the State of Florida enacted legislation that granted city and county governments the ability to ban smoking at public parks and beaches but includes an exception for unfiltered cigars. The new law became effective on July 1, 2022, and is now codified at Fla. Stat. Sec. 386.209 and falls within the chapter that is now titled Florida Clean Air Action.

The proposed Ordinance will prohibit smoking and vaping in public parks within unincorporated Polk County.

RECOMMENDATION

Adopt the proposed ordinance prohibiting smoking and vaping in public parks within unincorporated Polk County.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Breezi K. Hicks
Assistant County Attorney
863-534-6436

ORDINANCE NO. 2023-

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS PROHIBITING SMOKING AND VAPING IN PUBLIC PARKS OWNED OR LEASED BY POLK COUNTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, tobacco use causes death and disease and continues to be an urgent public health threat,

WHEREAS, secondhand smoke exposure is harmful,

WHEREAS, there is emerging evidence that exposure to the aerosol produced by a vapor-generating electronic device may be harmful,

WHEREAS, tobacco waste is a major, consequential, and persistent source of litter,

WHEREAS, cigarettes, cigarette butts, smokeless tobacco, and vapor-generating electronic devices pose a health threat of poisoning to young children,

WHEREAS, the State of Florida enacted chapter 2022-213, Laws of Florida, which grants counties and municipalities the legal authority to restrict smoking within the boundaries of county and municipal owned public beaches and public parks, but which includes an exception for unfiltered cigars; and

WHEREAS, chapter 2022-213, Laws of Florida is now codified at F.S. 386.209, which retains an express preemption of the regulation of smoking to the State except for the limited exception to regulate smoking at county and city owned parks and beaches; and

NOW THEREFORE, in order to provide for the public health, safety, and welfare, reduce unwanted and unwelcome exposure to secondhand smoke and the secondhand aerosol produced by vapor-generating electronic devices, assure cleaner and more hygienic parks for unincorporated Polk County its residents and visitors, it is the intent of the Polk County Board of County Commissioners in enacting this ordinance, to prohibit smoking and vaping in parks which are used by or open to the public and to prohibit smoking and vaping waste in those areas thereby affirming and promoting a healthy environment in unincorporated Polk County.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA THAT:

Section 1. DEFINITIONS. The following words and phrases, whenever used in this section shall have the meanings defined in this section unless the context clearly requires otherwise:

a. “Parks” means any County owned or leased property managed by a County division or department for the purpose of recreation by the public.

b. “Smoking” means inhaling, exhaling, burning, carrying, or possessing any lighted or heated tobacco product, including cigarettes, filtered cigars, pipe tobacco, and any other lighted or heated tobacco product whether natural or synthetic. For the purposes of this policy only, smoking does not include the use of unfiltered cigars (pursuant to Florida Statute 386.209).

c. “Tobacco Product” means:

(1) any product containing, made, or derived from tobacco, nicotine or nicotine analogues that is intended for human consumption or is likely to be consumed, whether inhaled, absorbed, or ingested by any other means, including but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, snuff, or snus;

(2) any vapor-generating electronic device as defined in this [article/chapter] and any substances that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine; or

(3) any component, part, accessory, of (1) or (2), whether or not any of these contains tobacco or nicotine, including but not limited to filters, rolling papers, blunt or hemp wraps, hookahs, and pipes.

d. “Tobacco Product” does not mean drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug, and Cosmetic Act.

e. “Tobacco Product Waste” means any material that is left over and regularly intended to be discarded after the use or consumption of a tobacco product. Tobacco Product Waste includes, but is not limited to, discarded cigarette butt filters, cigar or cigarillo tips, cigarette packs, cigar or cigarillo wrappers, vapor-generating electronic devices of all types, vapor-generating electronic device cartridges or refill containers, plastic packaging, foil, or other disposable tobacco product remnants or tobacco product packaging in any form.

f. “Vape” or “vaping” means to inhale or exhale vapor produced by a vapor-generating electronic device or to possess a vapor-generating electronic device while that device is actively employing an electronic, a chemical, or a mechanical means designed to produce vapor or aerosol from a nicotine product or any other substance. The term does not include the mere possession of a vapor-generating electronic device.

g. “Vapor-generating Electronic Device” means an electronic device that may be used to deliver any aerosolized or vaporized substance to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen, or e-hookah.

Section 2. PROHIBITION OF SMOKING AND VAPING IN RECREATIONAL AREAS.

Smoking and the use of all other tobacco products is prohibited in all parks owned by Polk County designated no smoking or vaping by the County Manager or their designee. Designation of a park as no smoking or vaping by the County Manager or their designee shall be done through a memorandum to the appropriate division. Unfiltered cigars are exempted under 386.209, Florida Statutes. If a park is designated no smoking or vaping by the County Manager, parking areas of the park shall be the designated smoking areas for the park.

Section 3. OTHER REQUIREMENTS AND PROHIBITIONS.

(a) No person shall dispose of tobacco product waste in any park.

(b) The County Manager or their designee shall post at least one clear, conspicuous and unambiguous “No Smoking or Vaping” sign or other similar sign at the County Manager’s discretion at each point of ingress to the area, and in at least one other conspicuous location where individuals congregate (such as restrooms, playgrounds, or buildings) within each recreational area. For purposes of this section, the County Manager or their designee shall be responsible for the posting of signs in regulated facilities owned or leased in whole or in part by the County. Notwithstanding this provision, the presence or absence of signs shall not be a defense to a charge of smoking or vaping in violation of any other provision of this Ordinance.

Section 4. COMPLIANCE AND ENFORCEMENT.

Individuals acting in violation of this policy will be reminded and asked to comply by the County Manager or their designee. Individuals who violate this policy may be asked to leave the park.

Section 5. STATUTORY CONSTRUCTION & SEVERABILITY.

If any section, subsection or provision of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections or provisions of this ordinance or its application to any other person or circumstance. The Board of County Commissioners hereby declares that it would have adopted each section, subsection or provision hereof independently, irrespective of the fact that any one or more other sections, subsections or provisions hereof be declared invalid or unenforceable.

SECTION 6. EFFECTIVE DATE

This Ordinance shall take effect immediately upon filing with the Office of the Florida Secretary of State.

Polk County

Board of County Commissioners

Agenda Item R.1. 11/7/2023

SUBJECT

Removal of equipment from inventory as listed on Blanket Removal Form 2182.

DESCRIPTION

Removal of equipment from inventory is set forth on Blanket Removal Form 2182 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 2182.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Click or tap here to enter text.

BLANKET PROPERTY REMOVAL FORM # 2182

To: Board of County Commissioners, Polk County, Florida
From: Clerk and Auditor, Polk County, Florida
It is requested that the listed property be removed from inventory.

Submitted By: _____ *Approved By* _____
Fixed Asset Accounting Office of Clerk Auditor *Chairman of the Board of County Commissioners*

BoCC Approval Date: **11/7/2023**

Property # **N0000003322**	*Asset #* **52888**				
Item: GOLF CART		EZ GO		EZ GO	
Serial # 615404		*Date Rec'd.* 1/30/2005		*Cost*	$1,950.00
Reason for Request: EXTRAORDINARY					
Property # **N0000003359**	*Asset #* **54805**				
Item: SWITCH, IT		CISCO		CATALYST 3550	
Serial # CAT0850KONA		*Date Rec'd.* 1/25/2005		*Cost*	$9,956.58
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # **N0002992734**	*Asset #* **62193**				
Item: RADIO, 800 MHZ - HANDHELD		MOTOROLA		XTS2500	
Serial # 205CGP1567		*Date Rec'd.* 8/5/2006		*Cost*	$2,908.25
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # **N0002993186**	*Asset #* **70826**				
Item: RADIO, 800 MHZ - HANDHELD		MOTOROLA		XTS 2500 TYPE III	
Serial # 205CKP5022		*Date Rec'd.* 12/7/2009		*Cost*	$3,628.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # **N0002994186**	*Asset #* **72018**				
Item: RADIO, 800 MHZ - HANDHELD		MOTOROLA		XTS 2500 TYPE III	
Serial # 205CKV2546		*Date Rec'd.* 2/23/2010		*Cost*	$3,628.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # **N0002994208**	*Asset #* **72040**				
Item: RADIO, 800 MHZ - HANDHELD		MOTOROLA		XTS 2500 TYPE III	
Serial # 205CKP4865		*Date Rec'd.* 2/23/2010		*Cost*	$3,628.00
Reason for Request: MISSING THREE YEARS OR MORE					
Property # **N0002994265**	*Asset #* **72097**				
Item: RADIO, 800 MHZ - HANDHELD		MOTOROLA		XTS 2500 TYPE III	
Serial # 205CKP5266		*Date Rec'd.* 2/24/2010		*Cost*	$3,628.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # **N0002994316**	*Asset #* **72148**				
Item: RADIO, 800 MHZ - HANDHELD		MOTOROLA		XTS 2500 TYPE III	
Serial # 205CKP4326		*Date Rec'd.* 2/24/2010		*Cost*	$3,628.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # **N0002994330**	*Asset #* **72162**				
Item: RADIO, 800 MHZ - HANDHELD		MOTOROLA		XTS 2500 TYPE III	
Serial # 205CKP4186		*Date Rec'd.* 2/24/2010		*Cost*	$3,628.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # **N0002993744A**	*Asset #* **72259**				
Item: RADIO, 800 MHZ - HANDHELD		MOTOROLA		XTS 2500 TYPE III	
Serial # 205CKV2544		*Date Rec'd.* 1/10/2010		*Cost*	$3,628.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					

Property # **N0002993819A** *Asset #* **72333**
Item: RADIO, 800 MHZ - HANDHELD — MOTOROLA — XTS 2500 TYPE III
Serial # 205CKV2484 — *Date Rec'd.* 1/12/2010 — *Cost* $3,628.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **52718** *Asset #* **73654**
Item: RECORDING SYSTEM - MIXERS — BIAMP — AUDIO FLEX MIXER
Serial # 01519498 — *Date Rec'd.* 9/26/2010 — *Cost* $6,493.71
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002995027** *Asset #* **74328**
Item: RADIO, 800 MHZ - HANDHELD — MOTOROLA — XTS 2500 TYPE III
Serial # 205CKP4257 — *Date Rec'd.* 9/14/2010 — *Cost* $3,628.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **51724** *Asset #* **75179**
Item: SERVER, IT — DELL — KACE K2200
Serial # 95K6FP1 — *Date Rec'd.* 10/19/2011 — *Cost* $3,300.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **53379** *Asset #* **75731**
Item: SERVER, IT — DELL — NX3100
Serial # 697V7V1 — *Date Rec'd.* 8/14/2012 — *Cost* $8,107.94
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **54310** *Asset #* **88343**
Item: SERVER, IT — DELL — POWEREDGE R210II
Serial # — *Date Rec'd.* 10/20/2013 — *Cost* $1,456.92
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **54384** *Asset #* **88539**
Item: SERVER, IT — DELL — POWEREDGE R620
Serial # FCT7CZ1 — *Date Rec'd.* 12/29/2013 — *Cost* $3,238.99
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **53604** *Asset #* **88639**
Item: SWITCH, IT — CISCO — CATALYST 2960X
Serial # FOC1806A1AQ — *Date Rec'd.* 3/17/2014 — *Cost* $3,200.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **54691** *Asset #* **89346**
Item: COMPUTER, LAPTOP — DELL — LATITUDE 14 5000
Serial # BMDDK32 — *Date Rec'd.* 12/30/2014 — *Cost* $1,018.92
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **54804** *Asset #* **89890**
Item: SERVER, IT — DELL — POWEREDGE R520
Serial # FKFHD42 — *Date Rec'd.* 5/18/2015 — *Cost* $6,689.78
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **54941** *Asset #* **93917**
Item: NAS (NETWORK ATTACHED STORAGE) — DELL — POWEREDGE NX3230
Serial # G7HBV52 — *Date Rec'd.* 8/19/2015 — *Cost* $8,871.26
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **54854** *Asset #* **93943**
Item: FIREWALL — FORTINET — 70D FIREWALL
Serial # — *Date Rec'd.* 9/16/2015 — *Cost* $3,450.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **55030** *Asset #* **94087**
Item: COMPUTER, LAPTOP DELL LATITUDE E6540
Serial # 6BHP262 *Date Rec'd.* 9/29/2015 *Cost* $1,358.59
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **55088** *Asset #* **94242**
Item: TABLET, IT MICROSOFT SURFACE PRO 4
Serial # 013941364653 *Date Rec'd.* 11/1/2015 *Cost* $1,203.29
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **55276** *Asset #* **94667**
Item: COMPUTER, LAPTOP DELL LATITUDE E6540
Serial # BGCYR72 *Date Rec'd.* 5/10/2016 *Cost* $1,607.91
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **55897** *Asset #* **95185**
Item: SERVER, IT DELL POWEREDGE R530
Serial # 8BCQMD2 *Date Rec'd.* 12/6/2016 *Cost* $17,864.13
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **55915** *Asset #* **95272**
Item: TABLET, IT MICROSOFT SURFACE PRO 4
Serial # 014654163753 *Date Rec'd.* 12/21/2016 *Cost* $1,936.10
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **56361** *Asset #* **95792**
Item: TABLET, IT MICROSOFT SURFACE PRO 4
Serial # 031952170253 *Date Rec'd.* 4/26/2017 *Cost* $1,100.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **56362** *Asset #* **95793**
Item: TABLET, IT MICROSOFT SURFACE PRO 4
Serial # 032097770253 *Date Rec'd.* 4/26/2017 *Cost* $1,100.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **56365** *Asset #* **95796**
Item: TABLET, IT MICROSOFT SURFACE PRO 4
Serial # 008968470453 *Date Rec'd.* 5/2/2017 *Cost* $1,100.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **56959** *Asset #* **96102**
Item: CAMERA PAKOR PHOTOMATIC ID STATION
Serial # N1I01304E60361F657205 *Date Rec'd.* 7/19/2017 *Cost* $2,284.50
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **55560** *Asset #* **96909**
Item: SWITCH, IT CISCO CATALYST 2960X-48 PORT
Serial # FOC2132S0G5 *Date Rec'd.* 12/18/2017 *Cost* $3,219.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **57163** *Asset #* **97003**
Item: TABLET, IT MICROSOFT SURFACE PRO 4
Serial # 040847575053 *Date Rec'd.* 2/14/2018 *Cost* $1,100.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **57180** *Asset #* **97173**
Item: TABLET, IT MICROSOFT SURFACE PRO 4
Serial # 052626775053 *Date Rec'd.* 4/12/2018 *Cost* $1,195.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **55588** *Asset #* **97222**
Item: SWITCH, IT — CISCO — CATALYST 2960X-48LPD-L
Serial # FOC2210T3F6 — *Date Rec'd.* 5/31/2018 — *Cost* $3,219.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **55596** *Asset #* **97226**
Item: SWITCH, IT — CISCO — CATALYST 2960X-48LPD-L
Serial # FJC2209W1MU — *Date Rec'd.* 5/31/2018 — *Cost* $3,219.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **55597** *Asset #* **97227**
Item: SWITCH, IT — CISCO — CATALYST 2960X-48LPD-L
Serial # FOC2210T3G6 — *Date Rec'd.* 5/31/2018 — *Cost* $3,219.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **55598** *Asset #* **97229**
Item: SWITCH, IT — CISCO — CATALYST 2960X-48LPD-L
Serial # FJC2209W1MD — *Date Rec'd.* 5/31/2018 — *Cost* $3,219.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **55734** *Asset #* **97666**
Item: SWITCH, IT — CISCO — 2960-X 48LPD-L
Serial # SFJC2229W189 — *Date Rec'd.* 8/16/2018 — *Cost* $4,793.89
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

(39 detail records) **$146,032.76**

Agenda Item R.2. 11/7/2023

SUBJECT

Accept Unclaimed Funds check in the amount of $30,147.09 from Joe G. Tedder, Tax Collector.

DESCRIPTION

This check represents unclaimed funds for the period of October 1, 2020, through September 30, 2022.

RECOMMENDATION

Accept check.

FISCAL IMPACT

This is additional revenue to the Board.

CONTACT INFORMATION

Erin Valle

erinvalle@polk-county.net

Office *of* JOE G. TEDDER, CFC

Tax Collector *for* Imperial Polk County & The State of Florida

STATE OF FLORIDA
COUNTY OF POLK

FY 2022|2023

CERTIFICATE

I, Joe G. Tedder, as Tax Collector for Polk County, Florida, and pursuant to the provisions of Chapter 61-2706, Laws of Florida 1961, DO HEREBY transmit the sum of Thirty Thousand, One Hundred and Forty-Seven Dollars, and 09/100 ($30,147.09), which represents the unclaimed moneys for the period of October 1, 2020 through September 30, 2022, as set forth on the attached schedule.

I HEREBY CERTIFTY that I have made a diligent effort to have these checks presented for payment as required by Chapter 61-2706, Laws of Florida, 1961.

In WITNESS WHEREOF, I have hereunto set my hand this 27th day of September, 2023.

Joe. G Tedder, CFC
Tax Collector for Polk County

Online Access:
Email: mail@PolkTaxes.com
Website: www.PolkTaxes.com
Twitter: @PolkTaxes

Main Service Center Location:
430 E. Main Street
P.O. Box 1189
Bartow, Florida 33831-1189

Phone Contact:
Local: (863) 534-4700
Facsimile: (863) 534-4717
Toll Free: (855) 765-5829

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JOE G. TEDDER, TAX COLLECTOR FOR POLK COUNTY
AGENCY FUND OUTSTANDING CHECKS DATED THROUGH 9/30/2022
TURNED OVER TO BOCC 9/30/2023

Date	Number	Payee	Address 1	Address 2	City	State	Amount
10/7/2020	436834	CHARLENE H BROCKMAN	665 BROOKINS AVE		EAGLE LAKE	FL	11.25
10/7/2020	436835	GILBERT CALICE	307 DALTON CT		DAVENPORT	FL	9.15
11/16/2020	437214	GIBWALTER SOVEREIGN GROWTH TRU	1717 SE 8TH TERRACE		CAPE CORAL	FL	476.79
11/18/2020	437217	SPENCE JAMES H OR PARKER RONAL	18614 DORMAN ROAD		LITHIA	FL	46.28
12/1/2020	437457	MELISSA J SONGER	1975 E VALENCIA DR		BARTOW	FL	8.13
12/4/2020	437508	BRIAN T BATESON	389 MAGNOLIA SPRINGS CT		DEBARY	FL	50.06
12/4/2020	437518	JOHN ROSS BUBORI	PO BOX 965		LAKE WALES	FL	12.85
12/4/2020	437556	HAINES CITY SPORTS	740 E MAIN STREET		HAINES CITY	FL	5.86
12/4/2020	437580	JULIO LUGO	409 PINECREST LOOP		DAVENPORT	FL	10.00
12/10/2020	437756	MICHAEL CRAIG HERBOLSHEIMER	2062 WINDWARD PASS		LAKELAND	FL	7.50
12/11/2020	437900	RAFAEL ORTIZ	118 DEER RUN RD		DAVENPORT	FL	10.00
12/11/2020	437919	STEWART TITLE COMPANY	1201 EMMETT STREET		KISSIMMEE	FL	6.40
1/6/2021	438657	JAMES E CAREY	84 OAK AVE		BLACKWOOD	NJ	8.98
1/6/2021	438663	LEROY COBURN	637 LILL STREET		BARRINGTON	IL	86.75
1/6/2021	438745	SAILENDRA ROY	811 SLIGO AVE		SILVER SPRING	MD	1,286.57
1/6/2021	438771	VACASA LLC	PO BOX 10130		PORTLAND	OR	86.64
1/25/2021	438986	GOLDEN RULE TITLE	223 S FLORIDA AVE		LAKELAND	FL	234.34
3/3/2021	439702	SPENCE JAMES H OR PARKER RONAL	1717 SE 8TH TERRACE		CAPE CORAL	FL	101.21
3/3/2021	439741	MICHAEL HARPER	1813 LADY BOWERS TRL		LAKELAND	FL	38.07
3/3/2021	439788	TROPICAL VILLAS PROPERTY MGMT	8297 CHAMPIONS GATE BLVD #237		CHAMPIONSGATE	FL	14.11
3/17/2021	439940	ISAAC RODNEY	5413 YARBOROUGH LANE		LAKELAND	FL	62.63
3/24/2021	439966	CELEBRATION TITLE GROUP LLC	950 CELEBRATION BLVD STE D		CELEBRATION	FL	6.29
3/24/2021	440008	HBN TITLE LLC	1331 N MILLS AVE		ORLANDO	FL	32.83
3/30/2021	440165	OAKHILL MHP LLC	1331 OAKHILL ST LOT 25		LAKELAND	FL	120.95
4/22/2021	440424	CARMICHAEL GAYLE L	13603 BARNET LANE APT 24		LAUREL	MD	46.88
4/22/2021	440433	MARCHANY MILITSA	3905 NORTH FLORIDA AVE		LAKELAND	FL	36.74
4/27/2021	440445	BILLY D ALLRED	1725 LAKE MIRIAM DR		LAKELAND	FL	83.34
4/27/2021	440458	CENTER STATE	PO BOX 9602		WINTER HAVEN	FL	68.00
4/27/2021	440525	BETTY LEPRE MAXWELL	1519 VIENNA SQUARE DR		WINTER HAVEN	FL	60.27
4/27/2021	440529	ESTATE OF HARRY MCGUIRE JR	315 GRIFFIN AVE		LAKELAND	FL	175.96
4/27/2021	440534	KATHERINE S MILLER ESTATE OF	409 WILLOW RUN		LAKELAND	FL	84.39
4/27/2021	440535	MARGARET M MINGLE	5254 SUNSET WAY S.		LAKELAND	FL	41.35
4/27/2021	440539	GRACIE M MOORE	6928 DOVE CROSS LP		LAKELAND	FL	24.43
4/27/2021	440588	ALBERT C SWITZER	1624 HWY 630 W, LOT #P114		FROSTPROOF	FL	72.54
4/28/2021	440606	DOLLISON BILLY	108 LORENE DR		RED OAK	TX	66.44
4/28/2021	440608	MAGNATRONIX CORP	PO BOX 47716		ST PETERSBURG	FL	236.46
5/18/2021	440936	IBRAHIM WAFIKA MOHAMAD	18 A AZIZ ABAZA ST			EGYPT	5.58
5/25/2021	440990	CENTER STATE	PO BOX 9602		WINTER HAVEN	FL	68.00
6/8/2021	441110	KATHLEEN CUDDY	68 STANWAY ROAD		HEADINGTON	OXFORD,	10.00
6/8/2021	441149	VACASA LLC	PO BOX 10130		PORTLAND	OR	51.97
6/25/2021	441407	RICHARD A ARVANITIS	518 PARTRIDGE DR		KISSIMMEE	FL	13.06
10/4/2021	442112	PATRICK CRONIN	PEACOCK HOUSE - COPPY LANE	BEAMISH PARK	UNITED KINGDOM, DURHAM DH9 0RQ		$ 118.00
10/11/2021	442239	MATTHEW WILLCUT	5511 BLACKWATER DR		LAKELAND	FL	$ 20.00
10/15/2021	442282	STEPP DEBORAH SUZETTE	713 JENNY WREN RD		WINTER HAVEN	FL	$ 8.55
10/19/2021	442329	JUSTIN MICHAEL KITTS	10404 HWY 27 LOT G29		FROSTFROOF	FL	$ 82.05
10/19/2021	442334	SHANE EARL DENNING	245 LAKE THOMAS DR		WINTER HAVEN	FL	$ 102.15
10/19/2021	442338	VANDY LADAROM	11075 SCHAEFER LN		LAKE WALES	FL	$ 10.00
10/25/2021	442345	GILBERTO BRAVO	1150 E SUMMERLIN ST		BARTOW	FL	$ 8.09
10/25/2021	442356	TONYA M ROWE	1787 BRYAN LN		AUBURNDALE	FL	$ 50.57
10/25/2021	442368	BROADWAY TOWING	5012 LAZY BIRCH LOOP #301		LAKELAND	FL	$ 14.44
11/3/2021	442428	JILLIAN S HAZZARD	156 EUGENE AVENUE		BUFFALO	NY	$ 24.44

JOE G. TEDDER, TAX COLLECTOR FOR POLK COUNTY
AGENCY FUND OUTSTANDING CHECKS DATED THROUGH 9/30/2022
TURNED OVER TO BOCC 9/30/2023

Date	Number	Payee	Address 1	Address 2	City	State	Amount
11/9/2021	442497	MATTHEW BRUCE	991 S GASKINS RD		BARTOW	FL	$ 10.00
11/9/2021	442529	MARINER FINANCE FL INC	5935 CYPRESS GARDEN BLVD	SUITE 500	WINTER HAVEN	FL	$ 8.00
11/15/2021	442555	DAPHNE COHEN	77 7TH AVE #3J		BROOKLYN	NY	$ 68.36
11/15/2021	442604	MICHEAL LACELLE	1008 RYAN CT	KINGSTON ONTARIO	K7P 2N1		$ 2,727.31
11/15/2021	442624	TANGA LEWIS WILSON	122 WOODLAND AVENUE		EAST ORANGE	NJ	$ 25.00
11/22/2021	442689	PATRICIA ANN FRANCHE	3929 US HIGHWAY 98 S LOT 11		LAKELAND	FL	$ 44.25
11/22/2021	442694	SANTOS LUIS ANGEL	12950 RACE TRACK RD STE 204		TAMPA	FL	$ 136.00
11/22/2021	442714	JOEL A ZOROUITZ	1048 LAKE LURE LOOP E		LAKELAND	FL	$ 7.88
11/29/2021	442841	ERIC SCHILK	416 ALDRIDGE LANE		DAVENPORT	FL	$ 14.44
11/29/2021	442859	WHEELS FINANCIAL GROUP LLC DBA LOANMART	PO BOX 075		VAN NUYS	CA	$ 10.00
12/6/2021	442872	DAVID MCPHERSON	116 OLD BOWLING GREEN RD		BOWLING GREEN	FL	$ 277.23
12/6/2021	442875	DONALD G MCCULLOUGH	836 CASSELBERRY DR		LAKE WALES	FL	$ 6.83
12/6/2021	442896	KEEN FAMILY PROPERTIES LLC	7805 BLUEBERRY RD		POWELL	TN	$ 134.68
12/6/2021	442919	W A MAGARINO	1705 LAKELAND HILLS BLVD STE 1		LAKELAND	FL	$ 244.88
12/6/2021	442929	CLEONE M PRIDGEN	2606 LAKE ARIANA BLVD		AUBURNDALE	FL	$ 202.91
12/6/2021	442930	CLEONE PRIDGEN	2602 LAKE ARIANA BLVD		AUBURNDALE	FL	$ 107.93
12/6/2021	442935	DICKY OR CINDY LOVE	2011 KIRKLAND LAKE DR		AUBURNDALE	FL	$ 56.65
12/6/2021	442970	RUTH MAULTSBY	725 LAKE SWOOPE DR		LAKE ALFRED	FL	$ 9.50
12/10/2021	443016	MOSEDS LIENS & DEEDS LLC	15 MAINE AVE		ROCKVILLE CENTRE	NY	$ 205.89
12/13/2021	443100	EARL R DOHN	3863 HARNER RD		EAU CLAIRE	MI	$ 39.26
12/13/2021	443116	LESTER A BARCLAY	PO BOX 153152		TAMPA	FL	$ 17.42
12/13/2021	443138	BONNIE OKONEWSKI	4140 SPRUCEWOOD ST		WINTER HAVEN	FL	$ 13.17
12/13/2021	443140	CALATLANTIC NATIONAL TITLE SOLUTION NORTH AMERICA SERVICES LLC	730 NORTHWEST 107 AVENUE SUITE 400		MIAMI	FL	$ 27.00
12/13/2021	443186	KIMBERLY DISCHERT	8612 KENNESTONE LN		NORTH CHARLESTON	SC	$ 7.00
12/13/2021	443188	LUTHER CROMWELL	9000 US HWY 192 # 520221		CLERMONT	FL	$ 6.10
12/13/2021	443191	MR. PUFFER 2 INC.	568 HWY 17 N UNIT 20		N. MYRTLE BEACH	SC	$ 14.44
12/13/2021	443192	NEW PERSPECTIVE PRESSURE WASHING	1195 LOOP RD		AUBURNDALE	FL	$ 26.25
12/13/2021	443205	VIRGINIA L KNAPP	2603 WHITEWOOD RD		MULBERRY	FL	$ 14.44
12/17/2021	443224	MARIA TREJO	108 S 8TH ST.		HAINES CITY	FL	$ 36.85
12/17/2021	443242	ROBERT H YOUNGER OR BETTY J YOUNGER	273 DARTMOUTH DR		HAINES CITY	FL	$ 10.22
12/21/2021	443276	JUDITH E WORONICK	1802 BAKER DAIRY RD		HAINES CITY	FL	$ 6.82
12/21/2021	443293	ROGER L OTTAWAY	569 ALLEN AVE		CHILLICOTHE	OH	$ 14.98
12/21/2021	443310	FOX CLIVE E	PO BOX 7551		INDIAN LAKE ESTATES	FL	$ 8.95
12/21/2021	443331	CENDEJAS GILBERTO	4673 SW BULL POND ST		ARCADIA	FL	$ 18.75
12/21/2021	443394	LUIS TORRES	PO BOX 1388		BOISE	ID	$ 14.44
12/28/2021	443423	CAROL RESURESSION	2702 AINALANI DR		PUKALANI	HI	$ 13.35
12/28/2021	443431	ELIZABETH SYKES	4741 1ST AVE		AUBURNDALE	FL	$ 8.82
12/28/2021	443434	FANNIE MAE JACKSON	1146 W 14TH ST		LAKELAND	FL	$ 6.58
12/28/2021	443460	RJKA ENTERPRISES	PO BOX 256		BRADLEY JUNCTION	FL	$ 11.67
12/28/2021	443499	LSC MOBILE SALES HOMES	7108 MORNING DOVE CIR		LAKELAND	FL	$ 136.94
12/28/2021	443547	SHARON POLK	4555 EWELL RD		LAKELAND	FL	$ 46.75
12/28/2021	443552	SUITE LIFE VACATIONS CLUB INC	690 ROWNTREE DAIRY RD STE 201	WOODBRIDGE ONTARIO	L4L 5T7		$ 63.24
12/28/2021	443596	JCS MARKETING	6596 DORAL DR SE		SALEM	OR	$ 6.65
12/30/2021	443670	CHARLES BURNS	60 B EAST MAIN ST	BLACKBURN			$ 92.79
12/30/2021	443671	JAMES OGLETREE	6550 BETHLEHEM RD		MULBERRY	FL	$ 47.07
1/5/2022	443714	ANDREA BOYER	527 SYCAMORE LN		HAINES CITY	FL	$ 237.89
1/5/2022	443788	ASE AUTO FINANCE LLC	PO BOX 244		KATHLEEN	FL	$ 10.00
1/5/2022	443803	FLORIDA TITLESMITH LLC	8240 EXCHANGE DR, STE C5		ORLANDO	FL	$ 61.99
1/5/2022	443810	JOSE DELGADO MEDINA	6 CALLE VALERIANO MUNOZ		SAN LORENZO	PR	$ 26.96
1/5/2022	443860	ECO RENT LLC	715 BELMAR ST W		LAKELAND	FL	$ 8.50
1/5/2022	443904	LAND OF CONSTRUCTION EQUIPMENT	929 N CHARLESTON AVE		FORT MEADE	FL	$ 393.71

JOE G. TEDDER, TAX COLLECTOR FOR POLK COUNTY
AGENCY FUND OUTSTANDING CHECKS DATED THROUGH 9/30/2022
TURNED OVER TO BOCC 9/30/2023

Date	Number	Payee	Address 1	Address 2	City	State	Amount
1/5/2022	443909	MARIA FERNANDA DELGADO	PO BOX 3089		GREENWOOD VILLAGE	CO	$ 14.44
1/11/2022	443948	FIRST AMERICAN TITLE INS CO, ORLANDO	9102 SOUTHPARK CENTER LOOP, STE 130		ORLANDO	FL	$ 7.47
1/11/2022	443959	JOSE TOMAS RUIZ	2225 20TH ST NW		WINTER HAVEN	FL	$ 12.32
1/11/2022	443961	KEITH TONG	5 WALLACE CIR		MAIDEN	MA	$ 6.69
1/11/2022	444010	MAWADDA SALEH S BINMAHFOUZ	4207 ABDUL FATTAH AL AL MUHAMMADIY	JEDDAH	23617 6731 1		$ 140.15
1/11/2022	444032	BRENDA LYNE KNOWLTON	820 INDIAN BLF		WINTER HAVEN	FL	$ 5.85
1/11/2022	444066	COCHERELL ROBERT JR AND CAROL L RODGERS TRUST	6216 BUFFALO HILLS DR NE		ALBUQUERQUE	NM	$ 6.65
1/11/2022	444071	DILISA MICHAEL	AV LAGO DEMARACAIBO	QUINTA RAQUEL NO 398	VENEZUELA		$ 34.31
1/11/2022	444078	FLORIDA TITLESMITH LLC	8240 EXCHANGE DR STE C5		ORLANDO	FL	$ 33.85
1/11/2022	444126	FIRST AMERICAN TITLE INS CO	9102 SOUTHPARK CENTER LOOP, STE 130		ORLANDO	FL	$ 13.83
1/11/2022	444136	JONATHAN JOSE CASIQUE SUAREZ	3956 TOWN CTR BLVD PMB 233		ORLANDO	FL	$ 198.24
1/11/2022	444165	XCELLENCE TITLE	10508 N KENDALL DR		MIAMI	FL	$ 5.88
1/11/2022	444207	SAMANTHA M LONGSTER	647 CORVINA DR		DAVENPORT	FL	$ 17.92
1/19/2022	444238	IVAN A MITCHELL	3508 LOCKPORT ST		LAS VEGAS	NV	$ 42.96
1/19/2022	444255	NELLY CASTILLO	4176 FORT COURAGE CIR		KISSIMMEE	FL	$ 20.61
1/19/2022	444260	SAHARA MEDITERRANEAN MARKET	10786 WILES RD		CORAL SPRINGS	FL	$ 6.65
1/19/2022	444267	BDH CONSTRUCTION SERVIES LLC	PO BOX 1721		WINTER HAVEN	FL	$ 5.49
1/19/2022	444272	CLARA DELARA MARIA	315 E 8TH ST		FROSTPROOF	FL	$ 7.52
1/24/2022	444417	FLORIDA TITLESMITH LLC	8240 EXCHANGE DR SUITE C5		ORLANDO	FL	$ 35.13
1/24/2022	444491	JOHN HENRY CONNELL JR	6338 FORESTWOOD DR W		LAKELAND	FL	$ 5.06
1/24/2022	444509	VALDEZ METAL FRAME AND DRYWALL INC	3774 COUNTRY LANE		LAKELAND	FL	$ 7.88
2/1/2022	444544	BARBARA B GANDY	5234 GLENMORE DR		LAKELAND	FL	$ 38.38
2/1/2022	444554	FLORIDA TRADITIONS BANK	14033 8TH ST		DADE CITY	FL	$ 242.91
2/1/2022	444555	FRANCISCO R GARCIA	181 OLD BOWLING GREEN RD		BOWLING GREEN	FL	$ 6.19
2/1/2022	444565	KAY FURMAN	207 FERN RD		WINTER HAVEN	FL	$ 9.30
2/1/2022	444590	BURNS CHARLES	519 PINE CONE DR		DAVENPORT	FL	$ 31.74
2/1/2022	444606	GINDERSEN SPORTSCAR AS	MOSSEVEIEN 83	1580 RYGGE	-		$ 20.18
2/1/2022	444637	CENTRAL WI EQUIPMENT INC	204INDUSTRIAL DR		MARION	WI	$ 17.75
2/1/2022	444638	CHESTER MURPHY	5110 LAKELAND HIGHLANDS RD		LAKELAND	FL	$ 31.50
2/1/2022	444643	KAYLE TAYLOR	4914 WILLOWBROOK CIR		WINTER HAVEN	FL	$ 18.00
2/15/2022	444780	NORTH AMERICAN TITLE COMPANY	1981 N BROADWAY SUITE 100		WALNUT CREEK	CA	$ 30.09
2/15/2022	444786	RODRIDO VAZQUEZ	5650 NEW TAMPA HWY LOT 106		LAKELAND	FL	$ 137.83
2/15/2022	444817	RICHARD HICKS	1234 REYNOLDS RD LOT 104		LAKELAND	FL	$ 67.25
2/21/2022	444842	EUGENE MALLOY	11895 GUSTO DR		FIFE LAKE	MI	$ 51.00
2/21/2022	444854	NARA S SCHULER	701 OLDE CAMELOT CIR		HAINES CITY	FL	$ 10.77
2/21/2022	444871	A B SUPPLIES LIMITED	130 WILMSLOW ROAD	HANDFORTH WILMSLOW SK9 3LQ			$ 97.72
2/21/2022	444873	ALBERT ESTEVES	6409 LUNN RD		LAKELAND	FL	$ 10.00
2/21/2022	444878	DEALERTRACK	3268 PROGRESS WAY	BLDG 12 STE 500	WILMINGTON	OH	$ 24.33
2/21/2022	444898	THOMAS DORENCAMPER	365 ASHLEY DR		HAINES CITY	FL	$ 75.75
3/1/2022	444910	BETTY WATSON	2066 LAKE ARIANA BLVD		AUBURNDALE	FL	$ 28.63
3/1/2022	444914	CARMEN BURGOS	PO BOX 8937		LAKESHORE	FL	$ 29.83
3/1/2022	444940	JUAN L FRED ESQUILIN	PO BOX 8937		LAKESHORE	FL	$ 8.26
3/1/2022	444959	WESCO DISTRIBUTION INC 7430	PO BOX 80615		INDIANAPOLIS	IN	$ 5.83
3/1/2022	444971	HUGHES GARY	1 CASTLEHILL DRIVE	GARDENSTOWN ABERDE	SCOTLAND		$ 42.69
3/1/2022	444998	BRANDON BURNHEIMER	4681 MURRAY CT # 177		LAKE WALES	FL	$ 7.10
3/4/2022	445064	MARIA MENDOZA	525 FINCH LN		POINCIANA	FL	$ 227.49
3/14/2022	445156	P H TURBYFILL OR SANDRA L REEVES	2462 AVENUE A SW		WINTER HAVEN	FL	$ 6.62
3/14/2022	445182	JENNIFER CORLEY	526 WILL DR		BRANDON	MS	$ 7.48
3/14/2022	445185	KYLE L RAYBON	PO BOX 26		MANGO	FL	$ 5.92
3/14/2022	445259	NICK NUGENT	2270 COLONY CLUB DR		LAKELAND	FL	$ 5.65
3/14/2022	445271	TRISTIAN QUILES	1473 TAYLOR AVE		BRONX	NY	$ 31.65

JOE G. TEDDER, TAX COLLECTOR FOR POLK COUNTY
AGENCY FUND OUTSTANDING CHECKS DATED THROUGH 9/30/2022
TURNED OVER TO BOCC 9/30/2023

Date	Number	Payee	Address 1	Address 2	City	State	Amount
3/18/2022	445281	MGZ BUSINESS LLC	PO BOX 3089		GREENWOOD VILLAGE	CO	$ 14.44
3/21/2022	445301	LIQUI BOX CORPORATION	480 SCHROCK ROAD SUITE G		COLUMBUS	OH	$ 9,689.32
3/21/2022	445311	SAINT LAWRENCE TITLE CHASE ESCROW	212 PASADENA PLACE		ORLANDO	FL	$ 110.26
3/21/2022	445316	TANGA LEWIS-WILSON	122 WOODLAND AVENUE		EAST ORANGE	NJ	$ 25.00
3/21/2022	445336	SEGRID A DEPAZ	110 VICTORIA CIR		AUBURNDALE	FL	$ 7.88
3/28/2022	445371	LEROY BERNING	5320 GREEN POND RD		POLK CITY	FL	$ 7.22
3/28/2022	445399	DENVER LONG	750 GROVE DR		BARTOW	FL	$ 8.90
3/28/2022	445412	INSURED REAL ESTATE TITLE SERVICES INC	2000 E EDGEWOOD DR, SUITE 105		LAKELAND	FL	$ 5.99
3/28/2022	445413	JAMES HOLLEY	1849 DEROSA RD		POLK CITY	FL	$ 7.68
3/28/2022	445421	KUMAR ANMOLSINGH	6610 WESTCHESTER DR NE		WINTER HAVEN	FL	$ 5.66
3/28/2022	445431	MICHAEL SOWELL	118 7TH WAHNETA ST W		WINTER HAVEN	FL	$ 11.19
3/28/2022	445463	JENNIFER TUCKER	230 OLD SPANISH WAY		WINTER HAVEN	FL	$ 65.00
3/28/2022	445466	KINSLER KITCHEN LLC	502 WINTER TERRACE		WINTER HAVEN	FL	$ 14.44
3/28/2022	445470	RESHAWN L ORR OR TEKERA L ORR	118 ALBANY DR		PORTSMOUTH	VA	$ 15.65
3/28/2022	445477	USA TREE HOUSE DREAMING LLC	PO BOX 3089		GREENWOOD VILLAGE	CO	$ 14.44
4/5/2022	445493	LARRY OGBURN OR	301 TURTLE RUN TRAIL		FROSTPROOF	FL	$ 6.83
4/5/2022	445523	NAMALCO CONSTRUCTION SERVICES	LOT#39-40 LABIDCO INDUSTRIAL ESTATE	VESSIGNY VILLAGE	LA BREA		$ 2,135.11
4/8/2022	445544	JILL MCKAY	153 STRATFORD DR		DOUGLASVILLE	GA	$ 145.90
4/12/2022	445582	GLENN CURLEE	606 N CLERMONT AVE		FORT MEADE	FL	$ 8.66
4/12/2022	445605	BOTTLING GROUP LLC	700 ANDERSON HILL RD		PURCHASE	NY	$ 26.25
4/12/2022	445607	CARLOS MANUEL GUERRERO	7385 SW 36 ST		MIAMI	FL	$ 87.37
4/14/2022	445633	G.E.T. INVESTMENTS LLC	5220 WOOD THRUSH WAY		LAKELAND	FL	$ 43.78
4/14/2022	445643	JOANNE M COUSINO	3500 W WILLOW BEACH RD	LOT 41	PORT CLINTON	OH	$ 15.29
4/18/2022	445683	IDV/LIU JING	NO 49 UNIT 3 25 F DA SHAN ZI BEI LI		CHAO YANG DISTRICT BEIJING CITY		$ 53.57
4/18/2022	445695	MARONDA HOMES LLC	3999 W 1ST ST		SANFORD	FL	$ 635.42
4/18/2022	445707	RONALD ANDERSEN	2302 S LINCOLN AVE		LAKELAND	FL	$ 65.05
4/18/2022	445722	ASHARI ONI WILSON	3108 JUSTINE AVE		LAKELAND	FL	$ 7.88
4/25/2022	445803	HARDEE FRANCES A REVOCABLE TRUST	PO BOX 266		PLANT CITY	FL	$ 76.81
4/25/2022	445809	KIMBERLY FERRELL	805 SUNSET AVE		BARTOW	FL	$ 16.54
4/25/2022	445811	MERCADO CANDIDO M ESTATE OF	9304 WOODVIEW DR		POLK CITY	FL	$ 32.77
4/25/2022	445824	THOMAS LANGFORD	805 MAIN AVE N		PARK RAPIDS	MN	$ 30.41
4/25/2022	445837	DONALD HOYT	5302 ENGLISH DR		LAKELAND	FL	$ 10.00
5/3/2022	445881	NOCE INVESTMENTS LLC	6700 S FLORIDA AVE STE 4		LAKELAND	FL	$ 35.80
5/3/2022	445889	JOSE D ARCE	240 N RICKLYNN AVE		LAKE ALFRED	FL	$ 19.18
5/3/2022	445920	FIDELITY NATIONAL TITLE OF FLORIDA INC	2310 E ROBINSON ST		ORLANDO	FL	$ 12.94
5/3/2022	445925	INMOBILIARIA ARCAF EAGLE RIDGE LLC	2875 NE 191ST ST STE 801		MIAMI	FL	$ 1,106.87
5/3/2022	445927	ISMAEL BORGES TORRES	PO BOX 103		COAMO	PR	$ 30.44
5/3/2022	445997	ROY WISE	360B POND ST		WESTWOOD	MA	$ 30.18
5/3/2022	446016	JUSTIN CAMACHO	107 FOGGY CREEK RD		DAVENPORT	FL	$ 20.00
5/3/2022	446050	MOON LOGISTICS CORP	130 MILESTONE DRIVE		HAINES CITY	FL	$ 7.88
5/11/2022	446092	PRIMGAMON H SCHENCK	204 E CAPE ROCK DR		CAPE GIRARDEAU	MO	$ 30.18
5/11/2022	446100	DARIO NEGRETE	490 HILLSIDE DR		BABSON PARK	FL	$ 15.73
5/11/2022	446137	JUAN P CORONA	505 MYSTERY HOUSE RD		DAVENPORT	FL	$ 31.50
5/18/2022	446240	WELTON E LEE	3004 FAST TROT TRL		LAKE WALES	FL	$ 7.86
5/18/2022	446252	IRON CONTAINER LLC	8505 NW 74TH ST		MIAMI	FL	$ 5.18
5/23/2022	446302	DADE COUNTY FEDERAL	1500 NW 107 AVE		MIAMI	FL	$ 25.22
5/23/2022	446308	ORLANDO MATOS	318 W BELMAR ST		LAKELAND	FL	$ 6.25
5/23/2022	446315	CARLOS CORTES	1355 VENEZIA CT UNIT 205		DAVENPORT	FL	$ 6.25
5/23/2022	446322	DRAKE & NOBLE AUTO, LLC	1012 NAES LN		LAKE WALES	FL	$ 7.88
5/23/2022	446338	MSVC PROPERTIES LLC	331 W CENTRAL AVE		WINTER HAVEN	FL	$ 7.88
5/23/2022	446368	WARD MICHAEL THOMAS	PO BOX 49		HOMELAND	FL	$ 9.82

JOE G. TEDDER, TAX COLLECTOR FOR POLK COUNTY
AGENCY FUND OUTSTANDING CHECKS DATED THROUGH 9/30/2022
TURNED OVER TO BOCC 9/30/2023

Date	Number	Payee	Address 1	Address 2	City	State	Amount
5/23/2022	446375	CREATIVE AQUATICS, LLC.	7119 LAUNDER PLACE		TAMPA	FL	$ 14.44
5/23/2022	446377	DOROTHY MONTONI	308 WILD FORREST DR		DAVENPORT	FL	$ 17.15
5/23/2022	446382	JONATHAN ROSADO	P.O. BOX 146		JACKMAN	ME	$ 7.50
5/27/2022	446416	KARA P. KELLEY OR ROBERT C. KELLEY JR	2855 DUNHILL CIRCLE		LAKELAND	FL	$ 4.50
6/7/2022	446425	COMFORT BEDS PROPERTY CO LTD	406 PRESTWICK DR		DAVENPORT	FL	$ 74.55
6/7/2022	446444	FLORIDA INTERNATIONAL ENTERPRISES LLC	4725 E LAKELAND COMMERCE PKWY BAY 1-2		LAKELAND	FL	$ 7.88
6/7/2022	446446	HECTOR ESTRADA	710 N 91 MINE RD LOT 6		BARTOW	FL	$ 10.00
6/7/2022	446451	JOHN HENRY HOYOS DUQUE	PO BOX 3089		GREENWOOD VILLAGE	CO	$ 14.44
6/13/2022	446484	JASON TISON	4140 WOODLAND BLVD		NORTH PORT	FL	$ 40.00
6/13/2022	446486	LOUIS Y KIRKSEY JR	PO BOX 54740		WASHINGTON	DC	$ 8.68
6/13/2022	446539	MATILDE BORBA	C/O FL LEGAL GROUP	113 S BLVD 1ST FL	TAMPA	FL	$ 162.00
6/13/2022	446542	OTTO N & LAURA L MOSS JOINT REV. FAMILY TRUST	2028 SHEPHERD RD		MULBERRY	FL	$ 162.00
6/21/2022	446582	OLGA GRAJALES	PO BOX 3220		AGUADILLA	PR	$ 60.92
6/21/2022	446586	TANGA LEWIS-WILSON	122 WOODLAND AVENUE		EAST ORANGE	NJ	$ 25.00
6/21/2022	446606	MECHANICS BANK	PO BOX 278852		SACRAMENTO	CA	$ 85.96
7/6/2022	446679	KARLENE GRANT	790 RIVERSIDE DR APT MI		NEW YORK	NY	$ 24.25
7/6/2022	446684	MARY NELOMS	107 SUNSET DR E		WINTER HAVEN	FL	$ 7.15
7/6/2022	446701	DERRICK VIRGIL DUPONT	STE175	4700 MILLENIA BLVD	ORLANDO	FL	$ 7.50
7/6/2022	446702	ELFRIEDE AND PATRICIA GABBETT	P.O.BOX 1338		BOISE	ID	$ 14.44
7/6/2022	446709	KAREN AND JEFFREY DEEKE	P.O. BOX 1338		BOISE	ID	$ 14.44
7/6/2022	446715	NADIR OSBORNE	P.O. BOX 1338		BOISE	ID	$ 14.44
7/7/2022	446768	MARIO Y VALADEZ	1231 FAZZINI DR		FROSTPROOF	FL	$ 26.25
7/7/2022	446773	OLIVIA RUSENSTROM	5882 FOX HAVEN DR		WINTER HAVEN	FL	$ 31.94
7/11/2022	446784	ALPHONSO A CUNNINGHAM	2330 LYDIA ST		LAKE WALES	FL	$ 7.77
7/11/2022	446809	CREECH WILLIAM E	PO BOX 1482		BARTOW	FL	$ 209.78
7/18/2022	446868	KEVIN M SMITH	1405 FAYE AVE		LAKELAND	FL	$ 34.65
7/18/2022	446876	RICHARD J WILHELM	547 BERTHA AVE	WINDSOR ONTARIO	N8T 1B6		$ 20.00
7/18/2022	446895	JOHN WILLIAM BURTON	411 LAKE CAROLYN CIR		LAKELAND	FL	$ 44.00
7/26/2022	446944	VIRGIL BARRINGTON	1809 LAKEVIEW DR E		FORT MEADE	FL	$ 6.30
8/1/2022	446960	5 ALL YOU CAN EAT BUFFET	307 QUAILS RUN PASS		WINTER HAVEN	FL	$ 14.44
8/1/2022	446967	DARION PIETRZAK	3285 PLANTATION RD		WINSTON SALAM	NC	$ 20.90
8/1/2022	446969	JAMES ALLEN KELLY	813 N NOKOMIS AVE		LAKELAND	FL	$ 10.00
8/8/2022	447020	PETERSON JEWELERS LLLC	727 INTERLAKE DR		LAKELAND	FL	$ 7.88
8/15/2022	447033	DAVIS BARBARA ANN	2249 LILLY ST		LAKE WALES	FL	$ 6.17
8/15/2022	447039	ESTATE OF MORAN JAMES	612 BOOKER AVE		LAKE WALES	FL	$ 12.97
8/15/2022	447050	JZ MOBILE SERVICES LLC	5757 OLD LUCERNE PARK RD		WINTER HAVEN	FL	$ 32.81
8/15/2022	447081	SAUMYA DAYAL	8135 LAGOS DE CAMPO BLVD		TAMARAC	FL	$ 41.00
8/15/2022	447085	CHRISTIAN DANIEL G	1725 GIBSONIA GALLOWAY RD	LOT 34	LAKELAND	FL	$ 19.67
8/15/2022	447098	THE ASARNOV TRUST	3460 PINEWALK DR N APT 321		MARGATE	FL	$ 8.66
8/22/2022	447101	STEWART TITLE COMPANY	1401 BUDINGER AVE		SAINT CLOUD	FL	$ 6.32
8/22/2022	447133	DAVIS CAROLYN S	7500 OSCEOLA POLK LINE RD # C62		DAVENPORT	FL	$ 81.03
8/22/2022	447210	NANCY B HOSMAN	342 GLENEAGLES DR		DAVENPORT	FL	$ 13.15
8/22/2022	447217	STACY STOKES SLAY	10037 RACHEL CHERIE DR		POLK CITY	FL	$ 39.38
8/29/2022	447245	MAKEDA WILLIAMS	213 RONALDALE AVE		HAINES CITY	FL	$ 22.03
9/7/2022	447303	STEFANIE BADILLO	3205 RECKER HWY		WINTER HAVEN	FL	$ 381.48
9/7/2022	447330	TANGA LEWIS- WILSON	122 WOODLAND AVE		EAST ORANGE	NJ	$ 25.00
9/7/2022	447343	PHH MORTGAGE CORPORATION	1661 WORTHINGTON RD STE100		WEST PALM BEACH	FL	$ 653.22
9/7/2022	447348	SOUTHSTATE BANK	2440 MALL DR		CHARLESTON	SC	$ 10.15
9/15/2022	447359	FRANCIS QUINONES	7363 BIG CYPRESS CT		HIALEAH	FL	$ 17.73
9/20/2022	447414	DWANE LARRY WHITFIELD	650 N LAKE HOWARD DR APT 5G		WINTER HAVEN	FL	$ 326.24
9/20/2022	447439	DOS BROS REALTY LLC	14068 EDEN ISLE BLVD		WINDEMERE	FL	$ 40.00

JOE G. TEDDER, TAX COLLECTOR FOR POLK COUNTY
AGENCY FUND OUTSTANDING CHECKS DATED THROUGH 9/30/2022
TURNED OVER TO BOCC 9/30/2023

Date	Number	Payee	Address 1	Address 2	City	State	Amount
9/20/2022	447442	GESINA FONT MEYNIER	510 SUNSET VIEW TER SE UNIT 20		LEESBURG	VA	$ 25.00
9/20/2022	447448	M PIERRE FRECHETTE	257 PLACE BERAM	L'EPIPHANIE QC	J5X3K1		$ 49.15
9/23/2022	447462	QUEEN'S LEMONADE PALACE	335 S AVOCADO CT		EAGLE LAKE	FL	$ 7.88
9/23/2022	447465	LASZLO MENNER	621 SW 18TH ST		FORT LAUDERDALE	FL	$ 85.10
9/23/2022	447466	FIRST INTERNATIONAL TITLE	13538 VILLAGE PARK DR SUITE#120		ORLANDO	FL	$ 162.00
9/23/2022	447469	DAVID A HOUSE	1315 SOUTH GLEN LN		LAKELAND	FL	$ 31.23
							$ 30,147.09

WE HEREBY ACKNOWLEDGE RECEIPT OF FUNDS FROM JOE G. TEDDER, TAX COLLECTOR FOR POLK COUNTY,
UNDER CHAPTER 197.473, FLORIDA STATUTE FOR UNCLAIMED FUNDS

RECEIVED THIS _____DAY OF SEPTEMBER, 2023

BOARD OF COUNTY COMMISSIONERS, POLK COUNTY, FLORIDA

BY: _____
BOCC REPRESENTATIVE

Agenda Item R.3. 11/7/2023

SUBJECT

Accept Unclaimed Funds check in the amount of $539.62 from Stacy M. Butterfield, CPA, Clerk of the Circuit Court.

DESCRIPTION

This check represents unclaimed funds for the period of January 1, 2021, through December 31, 2021.

RECOMMENDATION

Accept check.

FISCAL IMPACT

This is additional revenue to the Board.

CONTACT INFORMATION

Erin Valle

erinvalle@polk-county.net

2021 Unclaimed Funds
Clerk of Courts Operating Account

Amount		Counterparty	Date	Check #	Transaction Type
22.70		EQUITABLE MARINE LLC	03/18/2021	164069	Check
10.70		NATIONS TITLE AGENCY OF FLORIDA	03/18/2021	164097	Check
20.00		PREMIER BANK	04/27/2021	164524	Check
80.00		MICHAEL PETRILLO	05/20/2021	164740	Check
17.00	**150.40**	PATRICK DEVAUX	05/27/2021	164894	Check
42.50		EMPOWER TITLE	07/08/2021	165178	Check
17.03		CHICAGO TITLE INSURANCE COMPANY	09/30/2021	166076	Check
35.50		SEJPAL LAW FIRM PA	10/06/2021	166126	Check
192.19		DAVID EDMOND MCKEN	11/17/2021	166481	Check
17.00		JEREMIAH L MANNING JR	12/03/2021	166659	Check
85.00	389.22	APEX LAND INNOVATION LLC	12/15/2021	166723	Check
539.62		Total Non-Court			

Agenda Item R.4. 11/7/2023

SUBJECT

The 2023-2024 Annual Meeting Schedule, Adopted Budget and Annual Financial Audit Report for the Westridge Community Development District.

DESCRIPTION

These must be filed with the local governing authority. Copies are on file in the Clerk's Department of Comptroller to the Board.

RECOMMENDATION

Accept annual meeting schedule and budget reports.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Erin Valle

erinvalle@polk-county.net

Agenda Item R.5. 11/7/2023

SUBJECT

SET HEARING: (LDCPAS-2023-13 Pool Branch Road CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 18.52 +/- acres from Phosphate Mining (PM) to Agricultural Residential Rural (A/RR) in the Rural Development Area (RDA). The suggested adoption hearing date is November 21, 2023, at 9:30 a.m

DESCRIPTION

This is a County-initiated request for property located east of State Road 35 (US 17-98), north of US Highway 98, south of County Road 640, west of Pool Branch Road, east of the city of Fort Meade, in Section 25, Township 31, Range 25. State law requires one Planning Commission hearing, which was held on October 4, 2023, with a recommendation for approval (6:0).

RECOMMENDATION

Request Board set the adoption hearing date for November 21, 2023, at 9:30 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Johnathan Sims, MPA, Planner II
Land Development Division
863-534-7515
JohnathanSims@polk-county.net

Polk County

Board of County Commissioners

Agenda Item R.6. 11/7/2023

SUBJECT

SET HEARING: (LDCPAS-2023-16 NE Avenue Y CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 0.22 +/- acres from Residential-Low (RL) to Residential High (RH) in the Transit Supportive Development Area (TSDA). The suggested adoption hearing date is November 21, 2023, at 9:30 a.m.

DESCRIPTION

This is an applicant-initiated request for property located at the southwest corner of Avenue Y Northeast and Cedie Street Northeast, and south and west of the City of Winter Haven in Section 16, Township 28, Range 26. State law requires one Planning Commission hearing, which was held on October 4, 2023, with a recommendation for approval (5:1).

RECOMMENDATION

Request Board set the adoption hearing date for November 21, 2023, at 9:30 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Mark J. Bennett, AICP, FRA-RA
Senior Planner
Land Development Division
863-534-6455
markbennett@polk-county.net

Polk County

Board of County Commissioners

Agenda Item R.7. 11/7/2023

SUBJECT

SET HEARING: (LDCPAS-2023-17 J&T Ronald Reagan Parkway CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 1.92 +/- acres from Residential-Low-X (RL-X) to Residential Medium-X (RMX) in the Transit Supportive Development Area (TSDA) and Ronald Reagan Selected Area Plan (SAP). The suggested adoption hearing date is November 21, 2023, at 9:30 a.m.

DESCRIPTION

This is an applicant-initiated request for property located east of Westside Boulevard, south of Ronald Reagan Parkway, west of ChampionsGate Boulevard, north of Interstate 4, north of Haines City and Davenport in Section 05, Township 26, Range 27. State law requires one Planning Commission hearing, which was held on October 4, 2023, with a recommendation for approval (6:0).

RECOMMENDATION

Request Board set the adoption hearing date for November 21, 2023, at 9:30 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Johnathan Sims, MPA, Planner II
Land Development Division
863-534-7515
JohnathanSims@polk-county.net

Polk County

Board of County Commissioners

Agenda Item R.8. 11/7/2023

SUBJECT

SET HEARING: (LDCPAS-2023-18 Shepherd Road Residential High CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 14.58+/- acres from Community Activity Center (CAC), Residential Medium (RM), and Preservation (PRESV) to Residential High (RH) in the Urban Growth Area (UGA) and Transit. The suggested adoption hearing date is November 21, 2023, at 9:30 a.m.

DESCRIPTION

This is an applicant-initiated request for property located south of Shepherd Road, north of Imperial Lakes Boulevard, north of Village Court, West of Imperial Parkway, east of Sundance Boulevard, west of State Road 37, north of the city of Mulberry, south of the city of Lakeland in Section 27, Township 29, Range 23. State law requires one Planning Commission hearing, which was held on October 4, 2023, but forwarded to the Board with no recommendation (Vote 3:3).

RECOMMENDATION

Request Board set the adoption hearing date for November 21, 2023, at 9:30 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Erik Peterson, AICP
Planning Administrator
Land Development Division
(863) 534-6470
erikpeterson@polk-county.net <mailto:erikpeterson@polk-county.net>

Polk County

Board of County Commissioners

Agenda Item R.9. 11/7/2023

SUBJECT

SET HEARING: (LDCPAS-2023-19 34th Street CE CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 0.52+/- acres from Residential Medium (RM) to Commercial Enclave (CE) in the Urban Growth Area (UGA), Transit Corridors and Centers Overlay (TCCO) and Inwood Redevelopment. The suggested adoption hearing date is November 21, 2023, at 9:30 a.m.

DESCRIPTION

This is an applicant-initiated request for property located on the east side of 34th Steet NW, north side of Avenue W NW, east of 31st St NW, and south of Havendale Boulevard NW east of the Winter Haven city limits, in Section 13, Township 28 and Range 25. State law requires one Planning Commission hearing, which was held on October 4, 2023, with a recommendation for approval (6:0).

RECOMMENDATION

Request Board set the adoption hearing date for November 21, 2023, at 9:30 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Robert Bolton, Planner III
Land Development Division
863-534-6468
robertbolton@polk-county.net

Polk County

Board of County Commissioners

Agenda Item R.10. 11/7/2023

SUBJECT

SET HEARING: (LDWA-2023-43 Sunset Lane Road Access Waiver) to consider approval for a Waiver to Section 705B for a residential lot with access through a private road easement accessed by more than four lots on 0.93+/- acres in a Residential Low (RL-1) Future Land Use and the Urban Growth Area (UGA). The suggested adoption hearing date is November 21, 2023, at 9:30 a.m

DESCRIPTION

This is an applicant-initiated request for property located at 514 Sunset Lane, west of State Road 559, north of Reflection Boulevard, south of Sutton Road, north of the city of Auburndale, in Section 22, Township 27, Range 25. State law requires one Planning Commission hearing, which will be held on November 1, 2023, with a recommendation for approval.

RECOMMENDATION

Request Board set the adoption hearing date for November 21, 2023, at 9:30 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Benjamin J. Ziskal, AICP, CEcD,
Director
Land Development Division
863-534-6473
benjaminziskal@polk-county.net

Agenda Item R.11. 11/7/2023

SUBJECT

SET HEARING: (LDCT-2023-17 Certified Local Government (CLG) Text) for eligibility to achieve Certified Local Government status as defined by the National Historic Preservation. The suggested hearing dates are for the first reading on November 21, 2023, at 9:30 a.m. and the Adoption reading on December 5, 2023, at 9:30 a.m.

DESCRIPTION

This is a applicant-initiated request for an LDC Text amendment to Enact a preservation ordinance for eligibility to achieve Certified Local Government status as defined by the National Historic Preservation Act State law requires one Planning Commission hearing, which will be held November 1, 2023, with a recommendation of approval.

Section 163.3202, Florida Statutes (F.S.) requires the Board to adopt Land Development Code (LDC) regulations consistent with the implementation of the Polk County Comprehensive Plan. Amendments to the LDC require two public hearings before the Board to be adopted.

RECOMMENDATION

Request Board set the first reading on November 21, 2023, at 9:30 a.m. and the Adoption reading on December 5, 2023, at 9:30 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chanda Bennett, AICP
Planning Administrator
Land Development Division
863-534-6484
chandabennett@polk-county.net

Agenda Item R.12. 11/7/2023

SUBJECT

SET HEARING (LDCT-2023-12 PIX Car Wash and Self-Storage Text Amendment) to consider the adoption of an applicant-initiated Land Development Code text amendment. The suggested hearing dates are for the first reading on November 21, 2023, at 9:30 a.m. and the Adoption reading on December 5, 2023, at 9:30 a.m.

DESCRIPTION

This is an applicant-initiated request for a LDC text amendment to add the use “Car Wash, Full Service” as a “C3” conditional use in Professional Institutional-X (PIX) land use districts within Table 4.16, Use Table for the North Ridge Selected Area Plan (SAP) and to allow Self-Storage Facilities to be permitted through a Planned Development and to remove a requirement for outdoor storage courtyard requirements in the North Ridge SAP. State law requires one Planning Commission hearing, which was held on October 4, 2023 with a recommendation of approval (6-0).

Section 163.3202, Florida Statutes (F.S.) requires the Board to adopt Land Development Code (LDC) regulations consistent with the implementation of the Polk County Comprehensive Plan. Amendments to the LDC require two public hearings before the Board to be adopted.

RECOMMENDATION

This is an applicant-initiated request for a LDC text amendment to add the use “Car Wash, Full Service” as a “C3” conditional use in Professional Institutional-X (PIX) land use districts within Table 4.16, Use Table for the North Ridge Selected Area Plan (SAP) and to allow Self-Storage Facilities to be permitted through a Planned Development and to remove a requirement for outdoor storage courtyard requirements in the North Ridge SAP. State law requires one Planning Commission hearing, which was held on October 4, 2023 with a recommendation of approval (6-0).

Section 163.3202, Florida Statutes (F.S.) requires the Board to adopt Land Development Code (LDC) regulations consistent with the implementation of the Polk County Comprehensive Plan. Amendments to the LDC require two public hearings before the Board to be adopted.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Amy Little, Senior Planner
Land Development Division

(863) 534-7687
amylittle@polk-county.net

Agenda Item R.13. 11/7/2023

SUBJECT

Kathleen Square Plat for Conditional Approval. (No fiscal impact)

DESCRIPTION

This is a request to plat 2 residential lots on 10.43± acres.

RECOMMENDATION

Request Board approve Kathleen Square Plat for Conditional Approval.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons
Land Development Division
863-534-6493
chrissyirons@polk-county.net

KATHLEEN SQUARE

A PLAT OF A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 27 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA.

PLAT BOOK _____ PAGE _____

SHEET 1 OF 3

LEGEND:

- ◎ PCP – PERMANENT CONTROL POINT – SET NAIL & DISK "PCP LB–8126" – UNLESS OTHERWISE NOTED
- ■ PRM – PERMANENT REFERENCE MONUMENT – SET 4" X 4" CONCRETE MONUMENT AND CAP "PRM LB–8126"
- ◎ = FOUND NAIL & DISK "POLK COUNTY ENGINEERING DEPT."
- ○ = FOUND 1/2" IRON PIPE
- C1 = CURVE LABEL (SEE CURVE TABLES)
- CB = CHORD BEARING
- CL = CHORD LENGTH
- CR = COUNTY ROAD
- Δ = CENTRAL ANGLE (DELTA)
- E = EAST
- FEMA= FEDERAL EMERGENCY MANAGEMENT AGENCY
- L = ARC LENGTH
- L1 = LINE LABEL (SEE LINE TABLES)
- MB = MAP BOOK
- N = NORTH
- OR = OFFICIAL RECORDS
- PG = PAGE
- PSM = PROFESSIONAL SURVEYOR & MAPPER
- RNG = RANGE
- R/W = RIGHT–OF–WAY
- R = RADIUS
- S = SOUTH
- TWP = TOWNSHIP
- W = WEST

SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE STATE OF FLORIDA, STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NAD 83), ADJUSTMENT 1990, WEST ZONE, THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 27 SOUTH, RANGE 23 EAST, BEING NORTH 89°12'39" WEST
2. UNLESS OTHERWISE NOTED A 5/8" IRON ROD AND CAP "PENNONI LB–8126" MONUMENTATION SET AT ALL LOT CORNERS, POINTS OF INTERSECTION, AND CHANGES OF DIRECTION OF LINE WITHIN THE SUBDIVISION WHICH DO NOT REQUIRE A PRM OR PCP.
3. THIS PLAT IS BASED ON A RECENT SURVEY MADE BY PENNONI ASSOCIATES, INC. IN COMPLIANCE WITH CHAPTER 177, FLORIDA STATUTES.
4. PRM's AND PCP's SET IN AN IMPERVIOUS SURFACE ARE A PK–NAIL AND DISC "PENNONI LB–8126" – UNLESS OTHERWISE NOTED.
5. THE PLATTED LANDS ARE LOCATED WITHIN ZONE "X", ACCORDING TO THE FLOOD INSURANCE RATE MAP FOR POLK COUNTY; MAP NUMBER 12105C0145G, COMMUNITY PANEL NUMBER 120261 0145 G, EFFECTIVE DATE OF 12/22/2016.
6. THE COORDINATES SHOWN HEREON, IF ANY, ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 2011.
7. ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES IN ACCORDANCE WITH FLORIDA STATUTE 177.091 (28).
8. ELEVATIONS BASED ON POLK COUNTY BENCHMARKS "731602", BEING A SET MAG NAIL AND POLK COUNTY TRAVERSE DISC IN TOP OF CONCRETE CURB, ELEVATION 177.65 FEET, AND "731603", BEING A SET MAG NAIL AND POLK COUNTY TRAVERSE DISC IN TOP OF CONCRETE CURB, ELEVATION 218.99 FEET. NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 88)
9. THE OWNER OF LOT 1 SHALL BE SOLELY RESPONSIBLE FOR MAINTAINING THE ACCESS EASEMENT TO A REASONABLE COMMERCIAL STANDARD, INCLUDING KEEPING THE ACCESS EASEMENT CLEAR OF NATURAL AND UNNATURAL ITEMS, JUNK, AND DEBRIS, FOR THE BENEFIT OF LOT 2.

SURVEYOR'S REPORT:

THIS PLAT WAS PREPARED WITH THE BENEFIT OF THAT CERTAIN PLAT PROPERTY INFORMATION REPORT PROVIDED BY HILL, WARD & HENDERSON, P.A., EFFECTIVE DATE JANUARY 2, 2023 AT 5:00PM, WHICH WAS RELIED UPON TO BE COMPLETE AND CORRECT. THE PLATTED LAND SHOWN HEREON IS SUBJECT TO THE MATTERS NOTED AND CONTAINED WITHIN SAID COMMITMENT, AND OTHER MATTERS OF RECORD AND OF USE.

7. Easements in favor of the City of Lakeland as set forth in Lis Pendens recorded in Official Records Book 8506, Page 1390 and Order of Taking recorded in Official Records Book 8677, Page 1348, of the Public Records of Polk County, Florida.
8. Agreement to Transfer Drainage Pond between Polk County and RS Lakeland LLC, recorded August 22, 2019 in Official Records Book 10948, Page 2111, of the Public Records of Polk County, Florida.
10. Easement in favor of the City of Lakeland recorded July 13, 2020 in Official Records Book 11296, Page 1705, of the Public Records of Polk County, Florida.
11. Perpetual Joint Use Drainage Easement in favor of Polk County, recorded August 17, 2020 in Official Records Book 11336, Page 1478, of the Public Records of Polk County, Florida.
12. Utility Easement in favor of Polk County, recorded November 5, 2020 in Official Records Book 11444, Page 564, of the Public Records of Polk County, Florida.

MORTGAGEE APPROVAL: (CMFG LIFE INSURANCE COMPANY)

STATE OF FLORIDA,
COUNTY OF

KNOW ALL MEN BY THESE PRESENTS THAT CMFG LIFE INSURANCE COMPANY, AN IOWA CORPORATION, MORTGAGEES OF THE LANDS SHOWN HEREON DOES HEREBY CONSENT TO AND JOIN WITH THE OWNER'S DEDICATION AS STATED HEREON.

_____
WITNESS
PRINTED NAME:_____

_____
WITNESS
PRINTED NAME:_____

CMFG LIFE INSURANCE COMPANY,
AN IOWA CORPORATION

BY: MEMBERS CAPITAL ADVISORS, INC.,
ITS INVESTMENT ADVISOR

PRINTED NAME:_____
TITLE: _____

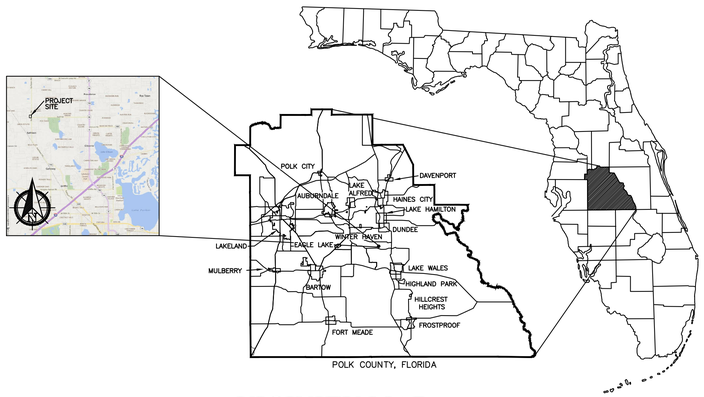
ACKNOWLEDGEMENT: (CMFG LIFE INSURANCE COMPANY)

STATE OF FLORIDA,
COUNTY OF

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2023, BY (NAME OF OFFICER) _____ AS INVESTMENT ADVISOR OF CMFG LIFE INSURANCE COMPANY, AN IOWA CORPORATION, ON BEHALF OF THE COMPANY, WHO ☐ IS PERSONALLY KNOWN TO ME OR ☐ HAS PRODUCED _____ AS IDENTIFICATION.

_____
NOTARY PUBLIC
PRINTED NAME:_____

MY COMMISSION EXPIRES: _____



VICINITY MAP

NOT TO SCALE

LEGAL DESCRIPTION

Parcel 1:

The SE 1/4 of the SE 1/4 of the NE 1/4 of Section 17, Township 27 South, Range 23 East, Polk County, Florida, LESS road right of way and LESS additional road right of way as described in Deed to Polk County recorded in Official Records Book 8097, Page 2238 , Public Records of Polk County, Florida.

AND LESS AND EXCEPT that part conveyed to Polk County, a political subdivision of the State of Florida, by Quit Claim Deed recorded November 5, 2020 in Official Records Book 11444, Page 544, of the Public Records of Polk County, Florida.

TOGETHER WITH all easements and related benefits contained in that certain Agreement to Transfer Drainage Pond Between Polk County and RS Lakeland LLC, recorded August 22, 2019 in Official Records Book 10948, Page 2111, of the Public Records of Polk County, Florida.

Parcel 2:

A parcel of land in the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 27 South, Range 23 East, Polk County, Florida, being described as follows:

Commence at the Southeast corner of the Northeast 1/4 of said Section 17; thence North 00°19'49" East, along the East line of said Northeast 1/4, a distance of 819.91 feet to Easterly extension of the North line of a parcel described in Official Records Book 5658, Page 47, Public Records of Polk County, Florida; thence North 89°42'22" West, along said Easterly extension and said North parcel line, 93.66 feet to the Point of Beginning; thence continue North 89°42'22" West, along said North line, 127.33 feet to the West line of said parcel, also being the Northeast corner of Parcel 196B, described in Official Records Book 7938, Page 2018, Public Records of Polk County, Florida; thence North 89°31'17" West, along the North line of said Parcel 196B, 437.11 feet to the West line of said Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 17; thence South 00°18'29" West, along said West line, 141.10 feet to the South line of said Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 17; thence South 89°27'35" East, along said South line, 562.01 feet; thence North 00°32'58" East, 123.71 feet; thence North 06°14'10" East, 18.50 feet to the Point of Beginning.

THE ABOVE DESCRIBED PARCELS 1 AND 2 ARE ALSO DESCRIBED AS FOLLOWS:

A parcel of land in the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 27 South, Range 23 East, Polk County, Florida, being described as follows:

Commence at the southeast corner of the Northeast 1/4 of said Section 17; thence North 00°19'49" East, along the east line of said Northeast 1/4, a distance of 819.91 feet to easterly extension of the north line of a parcel described in Official Records Book 5658, Page 47, Public Records of Polk County, Florida; thence North 89°42'22" West, along said easterly extension and said north parcel line, 93.66 feet to the Point of Beginning; thence continue North 89°42'22" West, along said north line, 127.33 feet to the west line of said parcel, also being the northeast corner of Parcel 196B, described in Official Records Book 7938, Page 2018, Public Records of Polk County, Florida; thence North 89°31'17" West, along the north line of said Parcel 196B, 437.11 feet to the west line of the Northeast 1/4 of said Southeast 1/4 of the Northeast 1/4; thence South 00°18'29" West, along said west line, 141.10 feet to the northwest corner of the Southeast 1/4 of the Southeast 1/4 of the Northeast 1/4; thence continue South 00°18'29" West, along the west line of said Southeast 1/4 of the Southeast 1/4 of the Northeast 1/4, a distance of 653.64 feet to the northerly right–of–way line of Duff Road, as described in Official Records Book 8097, Page 2238, Public Records of Polk County, Florida; thence North 89°39'34" East along said northerly right–of–way line, 100.50 feet to the northerly right–of–way line of Duff Road, as described in Official Records Book 11444, Page 544, Public Records of Polk County, Florida; thence along said north right–of–way line the following five (5) courses: (1) North 00°20'26" West 1.00 feet; (2) thence North 89°39'34" East 56.09 feet; (3) thence South 86°20'25" East, 53.36 feet; (4) thence North 86°20'25" East, 53.36 feet; (5) thence South 80°02'17" East, 32.18 feet to the aforesaid northerly right–of–way line of Duff Road, as described in Official Records Book 8097, page 2238; thence South 89°12'59" East along said north right–of–way line, 57.18 feet thence South 89°12'47" East along said north right–of–way line, 113.57 feet to the aforesaid northerly right–of–way line of Duff Road and Kathleen Road, as described in Official Records Book 11444, Page 544, Public Records of Polk County, Florida; thence along said northerly right–of–way line the following fifteen (15) courses: (1) North 00°47'13" East, 1.00 feet; (2) thence South 89°12'47" East, 89.27 feet; (3) thence North 33°19'11" East, 46.98 feet; (4) thence North 09°19'59" East, 45.67 feet; (5) thence North 85°17'26" East, 10.03 feet (6) thence North 00°49'36" West, 138.38 feet; (7) thence North 05°52'57" West, 58.78 feet; (8) thence North 01°32'32" East, 29.45 feet; (9) thence North 4°59'22" East, 9.28 feet; (10) thence North 01°21'38" East, 82.62 feet; (11) thence North 00°26'21" West, 194.89 feet; (12) thence North 02°14'03" East, 50.98 feet; (13) thence North 42°45'57" West 4.04 feet; (14) thence North 89°27'35" West, 14.58 feet; (15) thence North 00°32'58" East, 2.00 feet to the north line of said Southeast 1/4 of Southeast 1/4 of the Northeast 1/4 of Section 17; thence continue North 00°32'58" East, 123.71 feet thence North 06°14'10" East, 18.50 feet to the Point of Beginning.

TOGETHER WITH all easements and related benefits contained in that certain Agreement to Transfer Drainage Pond Between Polk County and RS Lakeland LLC, recorded August 22, 2019 in Official Records Book 10948, Page 2111, of the Public Records of Polk County, Florida.

Containing 10.44 ACRES MORE OR LESS

MORTGAGOR APPROVAL: (RS LAKELAND LLC)

STATE OF FLORIDA,
COUNTY OF

KNOW ALL MEN BY THESE PRESENTS THAT RS LAKELAND LLC, MORTGAGORS OF THE LANDS SHOWN HEREON DOES HEREBY CONSENT TO AND JOIN WITH THE OWNER'S DEDICATION AS STATED HEREON.

_____
WITNESS
PRINTED NAME:_____

_____
WITNESS
PRINTED NAME:_____

RS LAKELAND LLC

BY: JLB LAKELAND LLC, ITS MANAGER
PRINTED NAME:_____
TITLE: LEE BURDMAN, MANAGER

ACKNOWLEDGEMENT: (RS LAKELAND LLC)

STATE OF FLORIDA,
COUNTY OF

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF 2023, BY LEE BURDMAN, AS MANAGER OF RS LAKELAND LLC, ON BEHALF OF THE COMPANY, WHO ☐IS PERSONALLY KNOWN TO ME OR ☐HAS PRODUCED _____ AS IDENTIFICATION.

_____
NOTARY PUBLIC
PRINTED NAME:_____

MY COMMISSION EXPIRES: _____

PREPARING SURVEYOR'S STATEMENT:

STATE OF FLORIDA,
COUNTY OF POLK

I HEREBY STATE THAT THIS PLAT OF "KATHLEEN SQUARE" WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND THAT THE PLAT COMPLIES WITH ALL THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1 FLORIDA STATUTES, AND THAT ALL PRM's HAVE BEEN SET, AND PCP's AND OTHER MONUMENTATION WILL BE SET AS SHOWN OR NOTED.

_____
ROBERT F. DuBOIS DATE
PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION NO. 5293
PENNONI ASSOCIATES INC.
REGISTRATION NO. 8126

DEDICATION:

STATE OF FLORIDA,
COUNTY OF POLK

KNOW ALL MEN BY THESE PRESENTS THAT RS LAKELAND, LLC, A FLORIDA LIMITED LIABILITY COMPANY, OWNER OF THE LANDS SHOWN HEREON, HAS CAUSED THIS PLAT OF "KATHLEEN SQUARE" TO BE MADE AND DEDICATES NOTHING SHOWN ON THIS PLAT TO THE PUBLIC.

_____
WITNESS
PRINTED NAME:_____

_____
WITNESS
PRINTED NAME:_____

RS LAKELAND LLC
A FLORIDA LIMITED LIABILITY COMPANY

BY:_____
PRINTED NAME: _____
TITLE: _____

ACKNOWLEDGMENT:

STATE OF FLORIDA,
COUNTY OF POLK

I HEREBY CERTIFY ON THIS _____ DAY OF _____, 2023, BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION APPEARED _____ AS _____ OF RS LAKELAND LLC KNOWN TO ME AS THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND SEVERALLY ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR FREE ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED TO ME.

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST AFORESAID THIS _____ DAY OF _____, 2023.

_____
NOTARY PUBLIC
PRINTED NAME:_____

MY COMMISSION EXPIRES: _____

APPROVAL: REVIEWED FOR CONFORMITY

STATE OF FLORIDA,
COUNTY OF POLK

THE UNDERSIGNED PROFESSIONAL SURVEYOR AND MAPPER HAS REVIEWED THIS PLAT FOR CONFORMITY TO FLORIDA STATUTES CHAPTER 177, PART 1, AND FOUND IT TO BE SUBSTANTIALLY IN COMPLIANCE WITH THE PROVISIONS OF SAID STATUTE.

_____
RICHARD M "MIKE" BENTON, P.S.M. DATE:
FLORIDA REGISTRATION No. 6447
COUNTY SURVEYOR

COUNTY ENGINEER APPROVAL:

STATE OF FLORIDA,
COUNTY OF POLK

THIS PLAT IS HEREBY APPROVED BY THE COUNTY ENGINEER.

_____
COUNTY ENGINEER DATE:

LAND DEVELOPMENT DIVISION APPROVAL:

STATE OF FLORIDA,
COUNTY OF POLK

THIS PLAT IS HEREBY APPROVED BY THE POLK COUNTY LAND DEVELOPMENT DIVISION.

_____
LAND DEVELOPMENT DIRECTOR DATE:

COUNTY COMMISSIONER'S CONDITIONAL APPROVAL:

STATE OF FLORIDA,
COUNTY OF POLK

THIS PLAT IS CONDITIONALLY APPROVED THIS _____ DAY OF _____, A.D. 2023 IN OPEN MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA. THE PLAT WILL NOT RECEIVE FINAL APPROVAL, NOR CAN IT BE RECORDED UNTIL ALL CONDITIONS HAVE BEEN SATISFIED.

BOARD OF COUNTY COMMISSIONERS

_____ ATTEST: _____
BY: CHAIRPERSON CLERK

COUNTY COMMISSIONER APPROVAL:

STATE OF FLORIDA,
COUNTY OF POLK

THIS PLAT HAS RECEIVED FINAL APPROVAL THIS _____ DAY OF _____, A.D. 2023 BY THE CHAIRPERSON OF THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA IN ACCORDANCE WITH THE PROCEDURE ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS.

BOARD OF COUNTY COMMISSIONERS

_____ ATTEST: _____
BY: CHAIRPERSON CLERK

COUNTY CLERK OF COURT:

STATE OF FLORIDA,
COUNTY OF POLK

I, STACY M. BUTTERFIELD, CLERK OF THE CIRCUIT COURT, POLK COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN ACCEPTED FOR RECORDING THIS _____ DAY OF _____, 2023.

_____
CLERK OF THE CIRCUIT COURT

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

PENNONI ASSOCIATES INC.
401 Third Street SW
Winter Haven, FL 33880
T 863.324.1112 F 863.294.6185
LB 8126

U:\Accounts\RDS\TN\RDSTN20001 - Kathleen Square-Platting\DESIGN\VSECURE\RDSTN20001-VW-BN-PLAT.dwg,3/13/2023 1:11 PM, Scott Seibert

KATHLEEN SQUARE

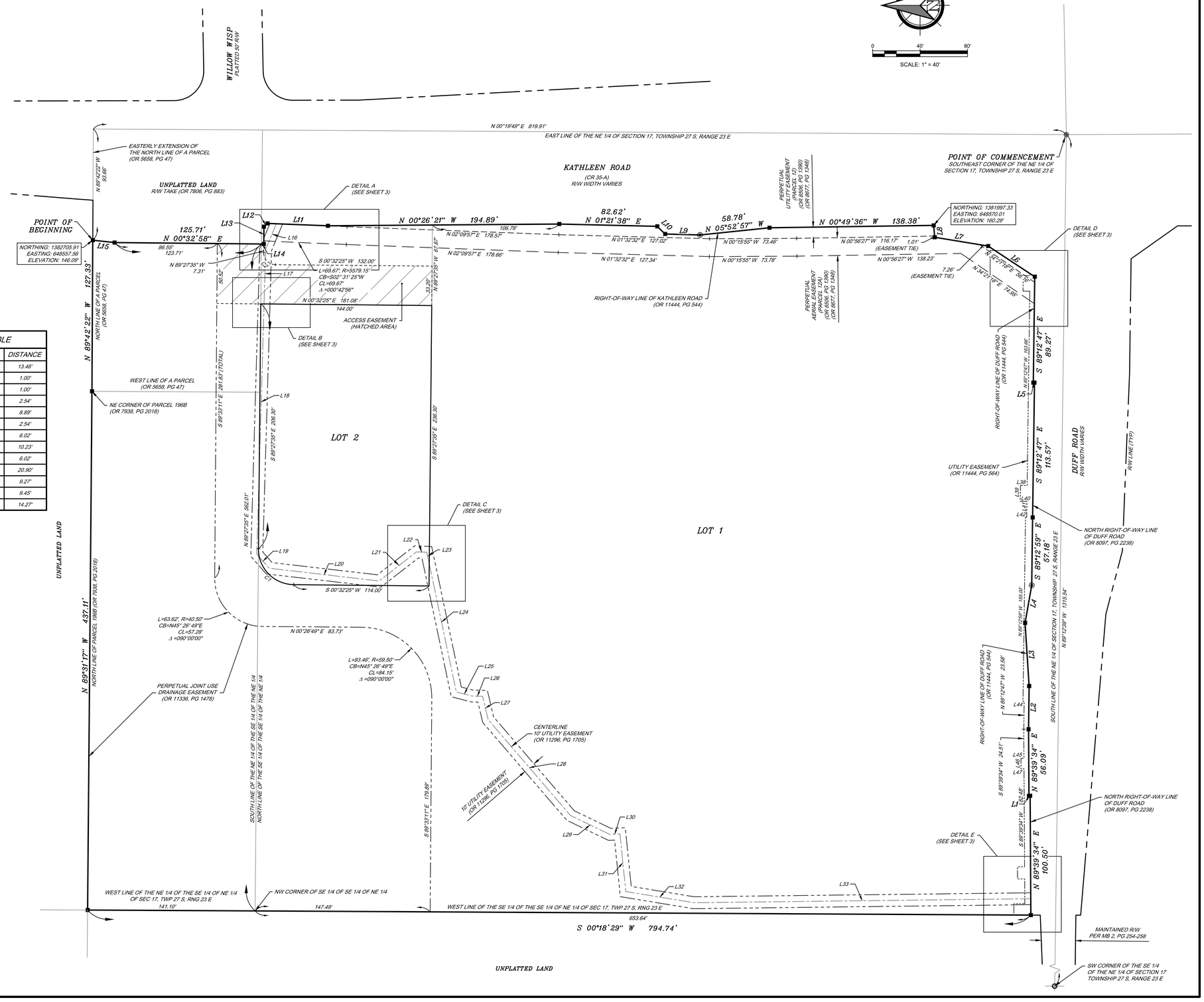
A PLAT OF A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 27 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA.

PLAT BOOK _____ PAGE _____

SHEET 2 OF 3

LEGEND:

- ◎ PCP – PERMANENT CONTROL POINT – SET NAIL & DISK "PCP LB–8126" – UNLESS OTHERWISE NOTED
- ■ PRM – PERMANENT REFERENCE MONUMENT – SET 4" X 4" CONCRETE MONUMENT AND CAP "PRM LB–8126"
- ◎ = FOUND NAIL & DISK "POLK COUNTY ENGINEERING DEPT."
- O = FOUND 1/2" IRON PIPE
- C1 = CURVE LABEL (SEE CURVE TABLES)
- CB = CHORD BEARING
- CL = CHORD LENGTH
- CR = COUNTY ROAD
- Δ = CENTRAL ANGLE (DELTA)
- E = EAST
- FEMA= FEDERAL EMERGENCY MANAGEMENT AGENCY
- L = ARC LENGTH
- L1 = LINE LABEL (SEE LINE TABLES)
- MB = MAP BOOK
- N = NORTH
- OR = OFFICIAL RECORDS
- PG = PAGE
- PSM = PROFESSIONAL SURVEYOR & MAPPER
- RNG = RANGE
- R/W = RIGHT–OF–WAY
- R = RADIUS
- S = SOUTH
- TWP = TOWNSHIP
- W = WEST



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 00°20'26" W	1.00'
L2	S 89°12'47" E	36.39'
L3	N 86°20'25" E	53.36'
L4	S 80°02'17" E	32.18'
L5	N 00°47'13" E	1.00'
L6	N 33°19'11" E	46.98'
L7	N 09°19'59" E	45.67'
L8	N 85°17'26" E	10.03'
L9	N 01°32'32" E	29.45'
L10	N 43°59'22" E	9.28'
L11	N 02°14'03" E	50.98'
L12	N 42°45'57" W	4.04'
L13	N 89°27'35" W	14.58'
L14	N 00°32'58" E	2.00'
L15	N 06°14'10" E	18.50'
L16	N 67°30'46" W	23.38'
L17	N 88°20'13" W	45.97'
L18	N 88°20'13" W	210.91'
L19	S 48°45'12" W	15.79'
L20	S 06°35'53" W	93.32'

LINE TABLE		
LINE #	BEARING	DISTANCE
L21	S 37°57'30" E	39.80'
L22	S 01°53'05" W	8.76'
L23	S 78°04'35" W	10.11'
L24	S 78°04'35" W	110.17'
L25	S 14°32'33" W	14.01'
L26	S 00°41'25" W	8.64'
L27	S 76°47'42" W	20.26'
L28	S 49°19'14" W	106.53'
L29	S 25°43'04" W	36.60'
L30	S 02°19'48" E	8.64'
L31	S 84°09'22" W	48.78'
L32	S 09°20'15" W	58.04'
L33	S 00°40'24" E	283.93'
L34	N 89°12'47" W	1.80'
L35	N 00°47'13" E	5.71'
L36	N 89°12'47" W	13.07'
L37	S 00°47'13" W	5.71'
L38	N 00°41'21" E	5.62'
L39	N 89°12'47" W	13.41'
L40	S 00°41'21" W	5.62'

LINE TABLE		
LINE #	BEARING	DISTANCE
L41	N 89°12'47" W	13.46'
L42	N 00°47'01" E	1.00'
L43	S 00°47'01" W	1.00'
L44	N 00°20'26" W	2.54'
L45	S 89°39'34" W	8.89'
L46	S 00°20'26" E	2.54'
L47	N 00°20'26" W	6.02'
L48	S 89°39'34" W	10.23'
L49	S 00°20'26" E	6.02'
L50	S 89°39'34" W	20.90'
L51	N 00°18'57" W	9.27'
L52	S 89°41'03" W	9.45'
L53	S 00°18'29" W	14.27'

CURVE TABLE					
CURVE #	RADIUS	DELTA	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	30.00'	90°00'00"	47.12'	S 45°32'25" W	42.43'
C2	10.00'	90°00'00"	15.71'	S 45°32'25" W	14.14'

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.
THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

Pennoni

PENNONI ASSOCIATES INC.
401 Third Street SW
Winter Haven, FL 33880
T 863.324.1112 F 863.294.6185
LB 8126

U:\Accounts\RDS\TN\RDSTN20001 - Kathleen Square-Platting\DESIGN\VSECURE\RDSTN20001-VW-BN-PLAT.dwg,3/13/2023 1:11 PM, Scott Seibert

LEGEND:

- ◎ PCP – PERMANENT CONTROL POINT – SET NAIL & DISK "PCP LB–8126" – UNLESS OTHERWISE NOTED
- ■ PRM – PERMANENT REFERENCE MONUMENT – SET 4" X 4" CONCRETE MONUMENT AND CAP "PRM LB–8126"
- ◎ = FOUND NAIL & DISK "POLK COUNTY ENGINEERING DEPT."
- O = FOUND 1/2" IRON PIPE
- C1 = CURVE LABEL (SEE CURVE TABLES)
- CB = CHORD BEARING
- CL = CHORD LENGTH
- CR = COUNTY ROAD
- Δ = CENTRAL ANGLE (DELTA)
- E = EAST
- FEMA= FEDERAL EMERGENCY MANAGEMENT AGENCY
- L = ARC LENGTH
- L1 = LINE LABEL (SEE LINE TABLES)
- MB = MAP BOOK
- N = NORTH
- OR = OFFICIAL RECORDS
- PG = PAGE
- PSM = PROFESSIONAL SURVEYOR & MAPPER
- RNG = RANGE
- R/W = RIGHT–OF–WAY
- R = RADIUS
- S = SOUTH
- TWP = TOWNSHIP
- W = WEST

KATHLEEN SQUARE

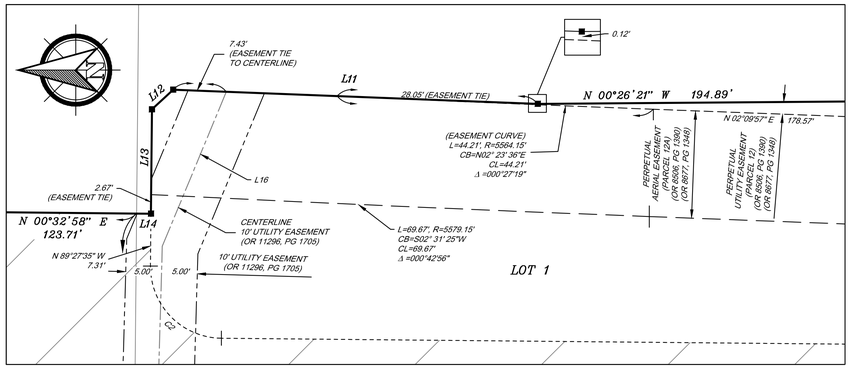
A PLAT OF A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 27 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA.

PLAT BOOK _____ PAGE _____

SHEET 3 OF 3

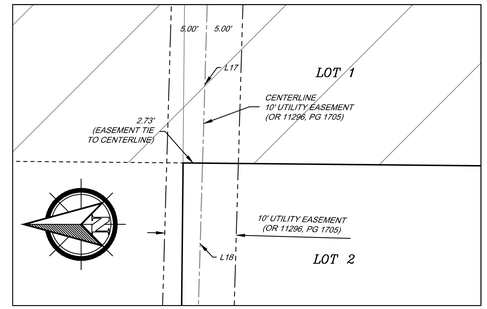
DETAIL A

SCALE: 1"=10'



DETAIL B

SCALE: 1"=10'



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 00°20'26" W	1.00'
L2	S 89°12'47" E	36.39'
L3	N 86°20'25" E	53.36'
L4	S 80°02'17" E	32.18'
L5	N 00°47'13" E	1.00'
L6	N 33°19'11" E	46.98'
L7	N 09°19'59" E	45.67'
L8	N 85°17'26" E	10.03'
L9	N 01°32'32" E	29.45'
L10	N 43°59'22" E	9.28'
L11	N 02°14'03" E	50.98'
L12	N 42°45'57" W	4.04'
L13	N 89°27'35" W	14.58'
L14	N 00°32'58" E	2.00'
L15	N 06°14'10" E	18.50'
L16	N 67°30'46" W	23.38'
L17	N 88°20'13" W	45.97'
L18	N 88°20'13" W	210.91'
L19	S 48°45'12" W	15.79'
L20	S 06°35'53" W	93.32'

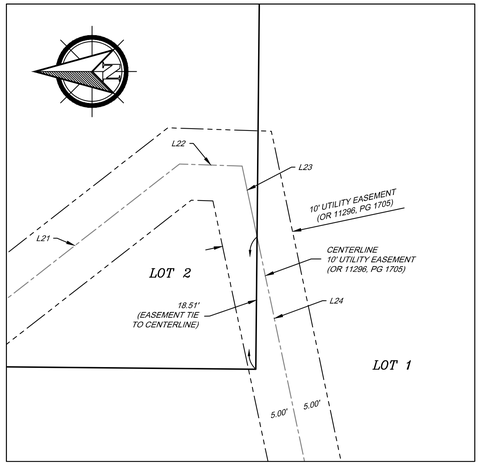
LINE TABLE		
LINE #	BEARING	DISTANCE
L21	S 37°57'30" E	39.80'
L22	S 01°53'05" W	8.76'
L23	S 78°04'35" W	10.11'
L24	S 78°04'35" W	110.17'
L25	S 14°32'33" W	14.01'
L26	S 00°41'25" W	8.64'
L27	S 76°47'42" W	20.26'
L28	S 49°19'14" W	106.53'
L29	S 25°43'04" W	36.60'
L30	S 02°19'48" E	8.64'
L31	S 84°09'22" W	48.78'
L32	S 09°20'15" W	58.04'
L33	S 00°40'24" E	283.93'
L34	N 89°12'47" W	1.80'
L35	N 00°47'13" E	5.71'
L36	N 89°12'47" W	13.07'
L37	S 00°47'13" W	5.71'
L38	N 00°41'21" E	5.62'
L39	N 89°12'47" W	13.41'
L40	S 00°41'21" W	5.62'

LINE TABLE		
LINE #	BEARING	DISTANCE
L41	N 89°12'47" W	13.46'
L42	N 00°47'01" E	1.00'
L43	S 00°47'01" W	1.00'
L44	N 00°20'26" W	2.54'
L45	S 89°39'34" W	8.89'
L46	S 00°20'26" E	2.54'
L47	N 00°20'26" W	6.02'
L48	S 89°39'34" W	10.23'
L49	S 00°20'26" E	6.02'
L50	S 89°39'34" W	20.90'
L51	N 00°18'57" W	9.27'
L52	S 89°41'03" W	9.45'
L53	S 00°18'29" W	14.27'

CURVE TABLE					
CURVE #	RADIUS	DELTA	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	30.00'	90°00'00"	47.12'	S 45°32'25" W	42.43'
C2	10.00'	90°00'00"	15.71'	S 45°32'25" W	14.14'

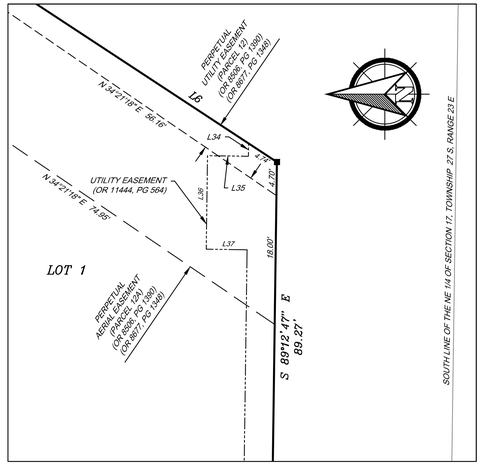
DETAIL C

SCALE: 1"=10'



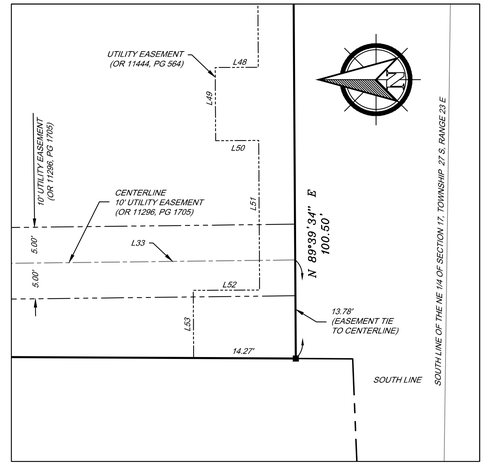
DETAIL D

SCALE: 1"=10'



DETAIL E

SCALE: 1"=10'



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U:\Accounts\RDS\TN\RDSTN20001 - Kathleen Square-Platting\DESIGN\VSECURE\RDSTN20001-VW-BN-PLAT.dwg,3/13/2023 1:11 PM, Scott Seibert

Polk County

Board of County Commissioners

Agenda Item R.14. 11/7/2023

SUBJECT

Marion Creek Estates Phase 2 Plat for Conditional Approval. (No fiscal impact)

DESCRIPTION

This is a request to plat 80 residential lots on 161+ acres

RECOMMENDATION

Request Board approve Marion Creek Estates Phase 2 Plat for Conditional Approval.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons
Land Development Division
863-534-6493
chrissyirons@polk-county.net

MARION CREEK ESTATES PHASE 2

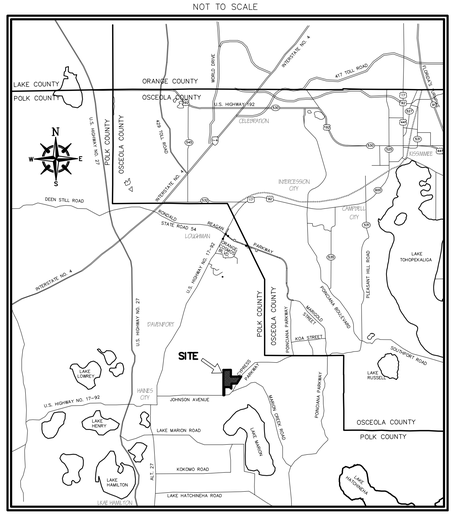
A REPLAT OF TRACT FD,
MARION CREEK ESTATES PHASE 1
PLAT BOOK 200, PAGES 9 THROUGH 13
SECTION 19, TOWNSHIP 27 SOUTH, RANGE 28 EAST,
POLK COUNTY, FLORIDA

SHEET 1 OF 9

PLAT BOOK ____ PAGE ____

VICINITY MAP

NOT TO SCALE



SURVEYOR'S NOTES:

1. ELEVATIONS SHOWN HEREON ARE BASED ON POLK COUNTY N.A.V.D. 1988 DATUM. REFERENCE BENCHMARK IS BENCHMARK 772502, AN ALUMINUM DISK IN CONC. HEADWALL STAMPED "POLK COUNTY SURVEYING AND MAPPING BENCHMARK 772502", SOUTH OF CYPRESS PARKWAY, WEST OF MISS MARY ANN ROAD, ELEVATION = 73.82.
2. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 1990 ADJUSTMENT) AS DETERMINED FROM GLOBAL POSITIONING SYSTEM (GPS). REFERENCE BEARING IS THE NORTH LINE OF SECTION 19 BEING N89°51'39"W.
3. HORIZONTAL COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE. (NAD 83, 2007 ADJUSTMENT) AS DETERMINED FROM GLOBAL POSITIONING SYSTEM (GPS) DERIVED FROM LENGEMANN L-NET GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) NETWORK.
4. STATE PLANE COORDINATES SHOWN HEREON AND THEIR COMPUTED VALUES SHALL BE SUBORDINATE TO THE MONUMENTS, BEARINGS AND DISTANCES SHOWN ON THIS PLAT.
5. ACCORDING TO FLOOD INSURANCE RATE MAPS NO. 12105C 0245H AND 12105C 0385H DATED DECEMBER 22, 2016 AS REVISED BY LOMR 21-04-4272P, DATED JUNE 9, 2022, THE LANDS SHOWN HEREON ARE WITHIN ZONES "X" AND AE. BASE FLOOD ELEVATIONS (BFE) VARY AS SHOWN HEREON. THE 100 YEAR FLOOD ZONE LINES SHOWN HEREON ARE AS PROVIDED BY QUIGG ENGINEERING INC.
6. ALL LOT LINES ALONG CURVES SHOWN HEREON ARE RADIAL UNLESS NOTED AS NON-RADIAL (NR).
7. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
8. LOT AND TRACT CORNERS WILL BE SET IN ACCORDANCE WITH CHAPTER 177.091(9), FLORIDA STATUTES.
9. THERE ARE 5.00 FOOT WIDE DRAINAGE EASEMENTS ALONG SIDE AND REAR LOT LINES AS DEPICTED HEREON. THERE ARE DRAINAGE EASEMENTS ACROSS LOTS 106 THROUGH 111 AS DEPICTED HEREON.
10. THERE ARE 12.00 FOOT WIDE UTILITY EASEMENTS ALONG ALL LOTS AND TRACTS ABUTTING RIGHT OF WAY UNLESS DEPICTED OTHERWISE. THERE IS A UTILITY EASEMENT ACROSS LOTS 143 AND 144 AND TRACTS N, S AND 11 AS DEPICTED HEREON.
11. THERE IS A 10.00 FOOT WIDE LANDSCAPE EASEMENT ACROSS TRACT B6 AS DEPICTED HEREON.
12. AT THE TIME OF RECORDING, THIS PLAT IS SUBJECT TO THE FOLLOWING:
    - PIPELINE RIGHT OF WAY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 3440, PAGE 93 (This easement is not plottable, incomplete legal description)
    - ASSIGNMENT OF PLATS, PLANS, DEVELOPMENT AND OTHER RIGHTS RECORDED IN OFFICIAL RECORDS BOOK 12102, PAGE 1331 (not plottable)
    - DECLARATION OF RESTRICTIVE COVENANTS RECORDED IN OFFICIAL RECORDS BOOK 12102, PAGE 1346 (not plottable)
    - Deed of Conservation Easement recorded in Official Records Book 12426, Page 1582
    - Ingress/Egress Easement recorded in Official Records Book 3030, Page 342
    - Pipeline Easement recorded in Official Records Book 9566, Page 1593
    - Florida Public Service Company Easement recorded in Official Records Book 422, Page 477
    - Partial Release of Easement recorded in Official Records Book 7747, Page 1596
    - Rerecorded Partial Release of Easement recorded in Official Records Book 8937, Page 1131

LEGAL DESCRIPTION:

Tract FD, MARION CREEK ESTATES PHASE 1, according to the plat thereof, as recorded in Plat Book 200, Pages 9 through 13 of the Public Records of Polk County, Florida.

SHEET INDEX	
SHEET 1	DEDICATION, LEGAL DESCRIPTION, NOTES
SHEET 2	KEY MAP, OVERALL AND TRACT FD DETAIL
SHEETS 3-9	LOT AND TRACT DETAILS

LEGEND

P.B.	PLAT BOOK	CB	CHORD BEARING	U.E.	UTILITY EASEMENT	O.R.B.	OFFICIAL RECORDS BOOK
D.B.	DEED BOOK	CD	CHORD	±	MORE OR LESS	D.U.E.	DRAINAGE AND UTILITY EASEMENT
BK.	BOOK	(NR)	NON RADIAL	L.B.	LICENSED BUSINESS	ID	IDENTIFICATION
PG.	PAGE	°	DEGREES	L.S.	LICENSED SURVEYOR	R/W	RIGHT OF WAY
SEC.	SECTION	'	MINUTES	CONC.	CONCRETE	MON.	MONUMENT
TWP.	TOWNSHIP	"	SECONDS	P.I.	POINT OF INTERSECTION	D.A.E.	DRAINAGE AND ACCESS EASEMENT
RNG.	RANGE	FND.	FOUND	P.T.	POINT OF TANGENCY	CCR	CERTIFIED CORNER RECORD
COR.	CORNER	℄	CENTERLINE	P.C.	POINT OF CURVE		
P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER	NT	NON-TANGENT	P.C.C.	POINT OF COMPOUND CURVATURE		
P.C.P.	PERMANENT CONTROL POINT			P.R.C.	POINT OF REVERSE CURVATURE		
PRM	PERMANENT REFERENCE MONUMENT						

- DENOTES 5/8" IRON ROD AND CAP "LB 4980" (PRM)
- DENOTES 4"x4" CONCRETE MONUMENT (PRM – AS NOTED)
- DENOTES 1/2" IRON ROD W/CAP "L.B. 966"
- DENOTES NAIL AND DISK "L.B. 966 P.C.P."

NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this County.

DEDICATION
MARION CREEK ESTATES PHASE 2

KNOW ALL MEN BY THESE PRESENTS, That TAYLOR MORRISON OF FLORIDA, INC., A FLORIDA CORPORATION, being the owner in fee simple of the lands shown hereon has caused this plat of MARION CREEK ESTATES PHASE 2 to be made and hereby dedicates to the public forever the roads and right of ways shown hereon; and hereby dedicates the following:

All potable water, reclaimed water and wastewater infrastructure shall be dedicated to the City of Haines City ("CITY");

TRACTS H2, J, K and M (Retention Tract/Open Space) to the Marion Creek Estates Homeowners Association, Inc. ("ASSOCIATION");

TRACT B6 (Landscape/Utility/Wall Easement) to the ASSOCIATION;

TRACTS I, T1, T2, V, W and Y (Open Space) to the ASSOCIATION;

TRACT F2 (Open Space/Wall Easement) to the ASSOCIATION;

TRACT N (Open Space/Utility Easements) to the ASSOCIATION;

TRACTS L and X (Wetland/Buffer) to Marion Creek Estates Homeowners' Association, Inc.;

TRACT FD-3 (Future Development) to TAYLOR MORRISON OF FLORIDA, INC. a Florida corporation ("DEVELOPER");

TRACT S (Power and Gas Easements/Wetland) to the ASSOCIATION;

TRACTS U and BB (Compensating Storage Areas) to the ASSOCIATION;

Utility easements shown hereon are dedicated to the providers of public utilities.

IN WITNESS WHEREOF, TAYLOR MORRISON OF FLORIDA, INC., A FLORIDA CORPORATION, has caused these presents to be signed and sealed by the person(s) named below on _____, 2023.

TAYLOR MORRISON OF FLORIDA, INC., a Florida Corporation

By: _____
Print Name: _____ Title: _____

Signed and sealed in the presence of:

Witness: _____
Signature
_____
Print Name

Witness: _____
Signature
_____
Print Name

STATE OF FLORIDA COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2023, BY _____, SUCH PERSON [ ] IS PERSONALLY KNOWN TO ME OR [ ] HAS PRODUCED _____ AS IDENTIFICATION.

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT
NOTARY PUBLIC

FLOOD HAZARD WARNING This property may be subject to flooding. Even meeting federal, state or local standards does not ensure that any improvements such as structures, driveways, yards, sanitary sewage systems, and water systems will not be flooded in certain rain events.

CERTIFICATE OF SURVEYOR

I hereby certify that this plat is a true and correct representation of the hereon described land which was recently surveyed and platted under my direction and supervision, and that permanent reference monuments have been set and permanent control points will be set in accordance with Chapter 177, Florida Statutes. Survey data complies with all the requirements of Chapter 177, Florida Statutes.

..... Dated .....

RICHARD D. BROWN, P.S.M.
State of Florida Registration No. 5700
Professional Surveying Certificate of Authorization No. L.B. 966

JOHNSTON'S SURVEYING INC.
900 Cross Prairie Parkway
Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

POLK COUNTY ENGINEER APPROVAL:
STATE OF FLORIDA
COUNTY OF POLK

This plat is hereby approved by the Polk County Engineer.

By: _____ Date: _____
County Engineer

COUNTY COMMISSIONERS CONDITIONAL APPROVAL:
STATE OF FLORIDA
COUNTY OF POLK

This plat is conditionally approved this _____ day of _____, A.D 2023 in open meeting of the Board of County Commissioners of Polk County, Florida. The plat will not receive final approval, nor can it be recorded until all conditions have been satisfied.

By: _____ Attest: _____
Chairperson Clerk

CLERK OF CIRCUIT COURT:
STATE OF FLORIDA
COUNTY OF POLK

I, Stacy M. Butterfield, Clerk of the Circuit Court of Polk County, Florida do hereby certify that this plat has been approved for recording this _____ day of _____, A.D. 2023.

By: _____
Stacy M. Butterfield, Clerk of the Circuit Court

COUNTY COMMISSIONERS APPROVAL:
STATE OF FLORIDA
COUNTY OF POLK

This plat has received final approval this _____ day of _____, A.D 2023 by the Chairperson of the Board of County Commissioners of Polk County, Florida, in accordance with the procedures adopted by the Board of County Commissioners.

BOARD OF COUNTY COMMISSIONERS ATTEST:

By: _____ _____
Chairperson Clerk

COUNTY SURVEYORS APPROVAL:
STATE OF FLORIDA
COUNTY OF POLK

This plat has been reviewed and found to be substantially in compliance with the provisions of Chapter 177 Part I, Florida Statutes, relating to the making of maps and plats.

By: _____
Richard M. "Mike" Benton, P.S.M.
Florida Registration No.6447
County Surveyor

LAND DEVELOPMENT DIVISION APPROVAL:
STATE OF FLORIDA
COUNTY OF POLK

This plat is hereby approved by the Land Development Division.

By: _____ Date: _____
Land Development Division Director

JOHNSTON'S SURVEYING INC.
900 Cross Prairie Parkway
Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140
PROFESSIONAL SURVEYING CERTIFICATE OF AUTHORIZATION NO. L.B. 966

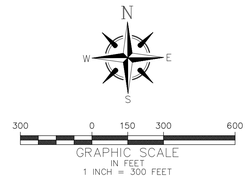
RICHARD D. BROWN, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION NO. 5700

MARION CREEK ESTATES PHASE 2

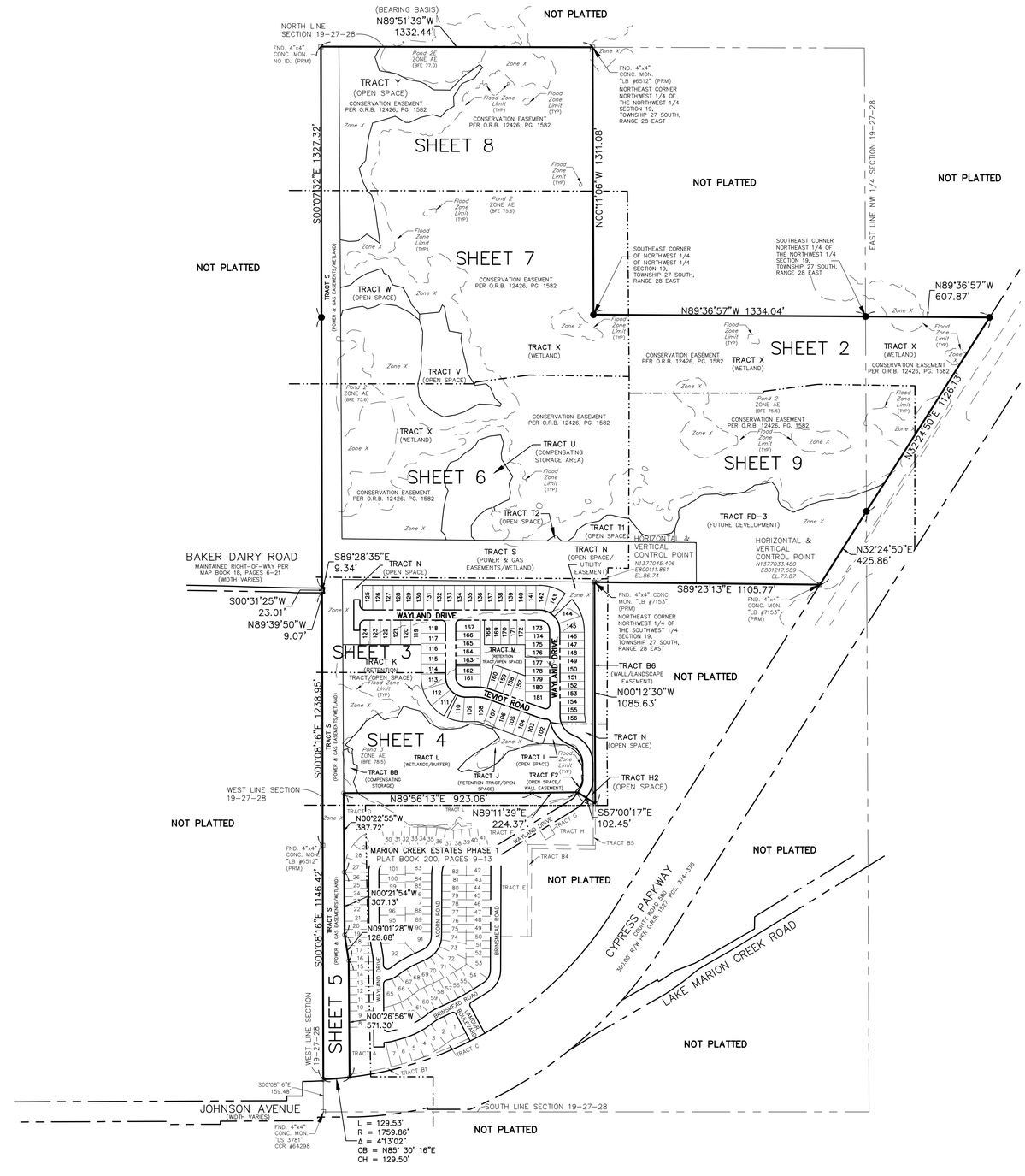
A REPLAT OF TRACT FD,
MARION CREEK ESTATES PHASE 1
PLAT BOOK 200, PAGES 9 THROUGH 13
SECTION 19, TOWNSHIP 27 SOUTH, RANGE 28 EAST,
POLK COUNTY, FLORIDA

SHEET 2 OF 9

PLAT BOOK ____ PAGE ____



Note: Easements are reflected on Sheets 3 through 9.



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Tel. (407) 847-2179 Fax (407) 847-6140
L.B. #966

MARION CREEK ESTATES PHASE 2

SHEET 3 OF 9

PLAT BOOK PAGE

A REPLAT OF TRACT FD,
MARION CREEK ESTATES PHASE 1
PLAT BOOK 200, PAGES 9 THROUGH 13
SECTION 19, TOWNSHIP 27 SOUTH, RANGE 28 EAST,
POLK COUNTY, FLORIDA

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C4	75.00'	89°51'51"	117.63'	N45°04'04"W	105.94'
C5	75.00'	90°12'12"	118.08'	S45°06'06"E	106.25'
C6	195.00'	19°55'43"	67.82'	N80°14'20"W	67.48'
C7	75.00'	19°55'43"	26.09'	S80°14'20"E	25.96'
C8	25.00'	90°00'00"	39.27'	S45°00'00"E	35.36'
C9	100.00'	89°51'51"	156.84'	N45°04'04"W	141.25'
C16	20.00'	76°40'40"	26.77'	N50°12'44"W	24.81'
C17	100.00'	18°16'36"	31.90'	S79°24'46"E	31.76'
C18	170.00'	19°55'43"	59.13'	N80°14'20"W	58.83'
C19	100.00'	90°12'12"	157.43'	S45°06'06"E	141.67'
C20	20.00'	90°00'00"	31.42'	N45°00'00"W	28.28'
C21	25.00'	90°00'00"	39.27'	S45°00'00"W	35.36'
C22	20.00'	90°00'00"	31.42'	S45°00'00"W	28.28'
C23	50.00'	89°51'51"	78.42'	N45°04'04"W	70.63'
C24	20.00'	103°14'40"	36.04'	N51°29'11"E	31.36'
C25	220.00'	19°55'43"	76.52'	N80°14'20"W	76.14'
C26	50.00'	90°12'12"	78.72'	S45°06'06"E	70.84'
C27	220.00'	34°58'57"	134.32'	N72°30'32"W	132.25'
C28	220.00'	43°23'33"	166.62'	N21°49'55"W	162.66'
C32	340.00'	5°22'48"	31.93'	N72°57'53"W	31.91'
C36	25.00'	61°38'33"	26.90'	S30°49'16"E	25.62'
C37	25.00'	28°21'27"	12.37'	S75°49'16"E	12.25'
C38	100.00'	13°22'07"	23.33'	N83°18'57"W	23.28'
C39	100.00'	21°36'50"	37.72'	N65°49'28"W	37.50'
C40	100.00'	11°29'22"	20.05'	N49°16'23"W	20.02'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C41	100.00'	24°02'58"	41.97'	N31°30'13"W	41.67'
C42	100.00'	19°20'35"	33.76'	N09°48'26"W	33.60'
C43	100.00'	16°46'24"	29.28'	S08°31'21"E	29.17'
C46	20.00'	71°29'36"	24.96'	N52°48'16"W	23.37'
C47	100.00'	4°11'13"	7.31'	S88°06'35"E	7.31'
C48	100.00'	20°38'33"	36.03'	S75°41'42"E	35.83'
C49	100.00'	4°51'47"	8.49'	S62°56'32"E	8.48'
C50	100.00'	20°38'33"	36.03'	S50°11'22"E	35.83'
C51	100.00'	23°04'26"	40.27'	S28°19'53"E	40.00'
C52	100.00'	16°47'40"	29.31'	S08°23'50"E	29.21'
C53	220.00'	13°22'07"	51.33'	N83°18'57"W	51.22'
C54	220.00'	21°36'50"	82.99'	N65°49'28"W	82.50'
C55	220.00'	24°02'58"	92.34'	N31°30'13"W	91.67'
C56	220.00'	19°20'35"	74.27'	N09°48'26"W	73.92'
C62	100.00'	3°18'28"	5.77'	S58°51'25"E	5.77'
C63	100.00'	3°18'28"	5.77'	S67°01'39"E	5.77'
C67	100.00'	1°43'26"	3.01'	N55°52'47"W	3.01'
C68	100.00'	1°10'02"	2.04'	N42°56'41"W	2.04'
C69	220.00'	5°24'50"	20.79'	N87°29'47"W	20.78'
C70	220.00'	9°08'05"	35.07'	N80°13'19"W	35.04'
C71	220.00'	5°22'48"	20.66'	N72°57'53"W	20.65'
C73	35.46'	43°23'48"	26.86'	N21°41'54"E	26.22'
C74	35.46'	22°49'46"	14.13'	N31°58'55"E	14.04'
C75	35.46'	20°34'02"	12.73'	N10°17'01"E	12.66'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L2	S89°47'48"W	38.04'
L3	S89°47'48"W	49.06'
L4	N90°00'00"E	30.00'
L5	S00°00'00"E	25.00'
L8	S89°47'48"W	49.06'
L9	S00°00'00"E	25.00'
L10	N90°00'00"W	30.00'
L11	S08°31'21"E	38.06'
L15	N89°47'48"E	49.06'
L16	N90°00'00"W	120.00'
L17	N90°00'00"W	120.00'
L28	S36°57'55"W	8.28'
L29	S00°00'00"E	11.62'

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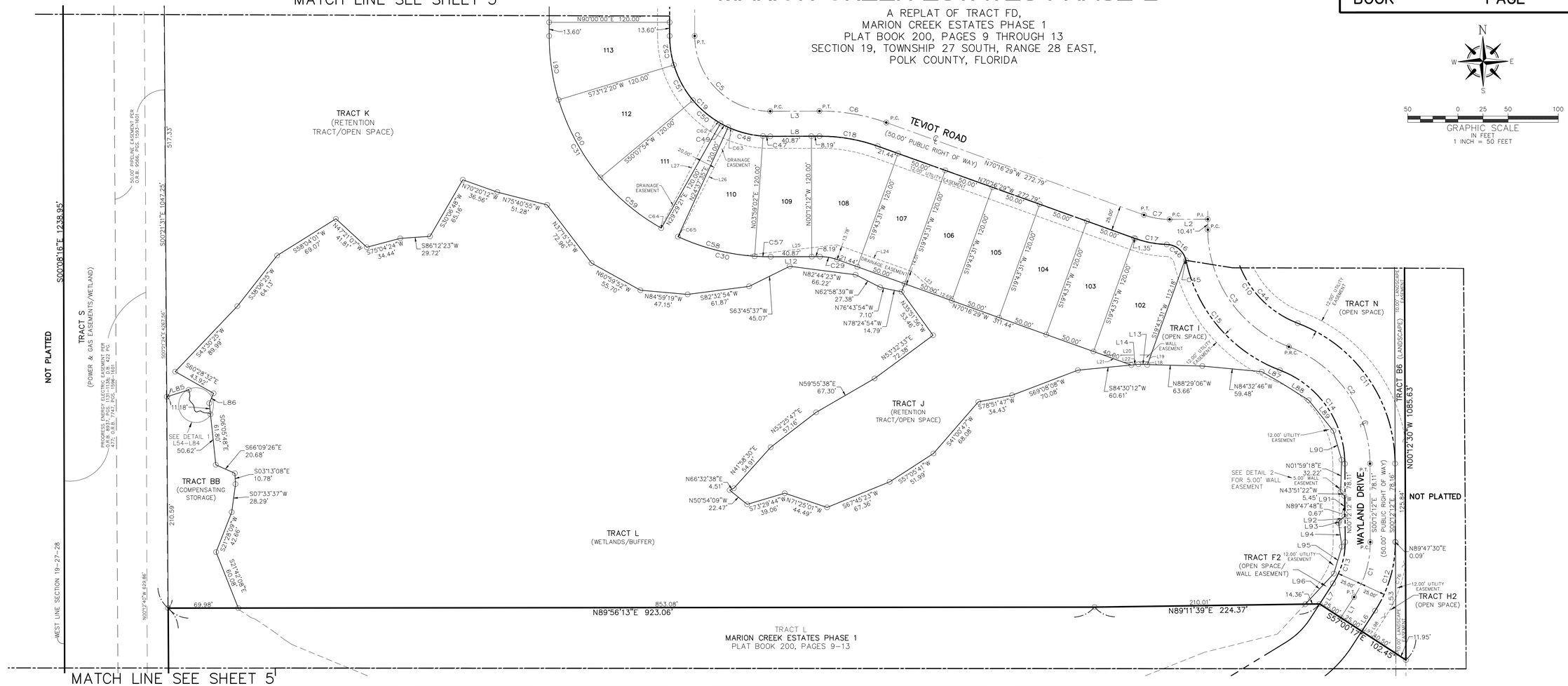
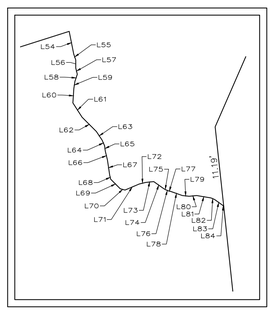
MARION CREEK ESTATES PHASE 2

SHEET 4 OF 9

PLAT BOOK PAGE

A REPLAT OF TRACT FD,
MARION CREEK ESTATES PHASE 1
PLAT BOOK 200, PAGES 9 THROUGH 13
SECTION 19, TOWNSHIP 27 SOUTH, RANGE 28 EAST,
POLK COUNTY, FLORIDA





DETAIL 1: L54–L84
SCALE: 1" = 10'

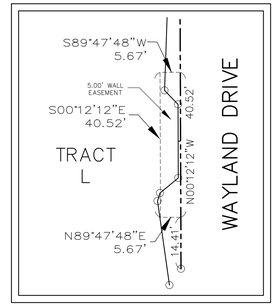
LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S32°59'43"W	24.46'
L2	S89°47'48"W	38.04'
L3	S89°47'48"W	49.06'
L6	S32°59'43"W	24.46'
L7	N32°59'43"E	24.46'
L8	S89°47'48"W	49.06'
L12	S89°47'48"W	49.06'
L13	N88°29'06"W	8.98'
L14	S84°30'12"W	7.15'
L18	N19°43'31"E	3.07'
L19	S19°43'31"W	7.15'
L20	S89°47'48"W	47.16'
L21	S70°16'29"E	21.16'
L22	N88°39'29"E	24.84'
L23	S48°41'55"E	38.09'
L24	S70°27'04"E	78.40'
L25	N83°23'13"E	91.71'
L26	S27°03'28"W	120.27'
L27	S27°03'28"W	120.27'
L53	N00°12'30"W	111.08'
L54	N11°18'11"W	3.23'
L55	N18°27'20"W	0.88'
L56	N00°00'00"E	1.11'
L57	N14°01'16"W	0.92'
L58	N18°25'04"E	1.05'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L59	N08°08'17"E	1.01'
L60	N04°05'23"E	2.01'
L61	N32°44'28"W	2.38'
L62	N45°00'00"W	2.83'
L63	N33°41'24"W	1.44'
L64	N23°12'26"W	0.87'
L65	N08°07'10"W	0.76'
L66	N12°58'28"W	1.28'
L67	N08°46'06"W	2.16'
L68	N13°59'09"W	0.55'
L69	N45°00'00"W	1.89'
L70	N74°44'15"W	0.69'
L71	S66°59'56"W	2.17'
L72	S75°58'44"W	0.92'
L73	S84°17'40"W	1.12'
L74	N55°00'58"W	1.74'
L75	N61°40'18"W	0.42'
L76	N66°43'56"W	0.22'
L77	N77°54'19"W	0.37'
L78	N70°34'22"W	1.73'
L79	N83°15'18"W	0.95'
L80	S84°31'16"W	1.06'
L81	N80°52'54"W	2.03'
L82	N65°34'55"W	0.55'
L83	N54°28'51"W	1.43'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L84	N40°01'29"W	0.18'
L85	S72°19'15"W	23.02'
L86	S23°34'14"W	10.70'
L87	N60°02'14"W	24.11'
L88	N57°45'35"W	30.66'
L89	N38°43'16"W	39.18'
L90	N16°05'36"W	29.94'
L91	N00°11'48"W	20.55'
L92	N50°34'09"E	6.61'
L93	N16°48'31"E	2.36'
L94	N08°04'07"W	23.77'
L95	N16°48'31"E	27.99'
L96	N43°04'41"E	41.68'
L97	S57°00'17"E	12.00'
L98	N32°59'43"E	24.46'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	100.00'	33°11'54"	57.94'	N16°23'45"E	57.13'
C2	125.00'	69°05'22"	150.73'	N34°44'53"W	141.76'
C3	125.00'	69°09'25"	150.88'	S34°42'51"E	141.88'
C5	75.00'	90°12'12"	118.08'	S45°06'06"E	106.25'
C6	195.00'	19°55'43"	67.82'	N80°14'20"W	67.48'
C7	75.00'	19°55'43"	26.09'	S80°14'20"E	25.96'
C10	100.00'	69°09'25"	120.70'	S34°42'51"E	113.51'
C11	150.00'	69°05'22"	180.88'	N34°44'53"W	170.12'
C12	125.00'	33°11'54"	72.43'	N16°23'45"E	71.42'
C13	75.00'	33°11'54"	43.46'	N16°23'45"E	42.85'
C14	100.00'	69°05'22"	120.58'	N34°44'53"W	113.41'
C15	150.00'	57°25'10"	150.32'	S40°34'59"E	144.11'
C16	20.00'	76°40'40"	26.77'	N50°12'44"W	24.81'
C17	100.00'	18°16'36"	31.90'	S79°24'46"E	31.76'
C18	170.00'	19°55'43"	59.13'	N80°14'20"W	58.83'
C19	100.00'	90°12'12"	157.43'	S45°06'06"E	141.67'
C29	50.00'	19°55'43"	17.39'	N80°14'20"W	17.30'
C30	220.00'	24°49'46"	95.34'	S77°47'18"E	94.59'
C31	220.00'	60°30'39"	232.34'	S30°15'19"E	221.70'
C44	100.00'	52°23'01"	91.43'	S43°06'03"E	88.28'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C45	20.00'	5°11'04"	1.81'	N14°27'56"W	1.81'
C46	20.00'	71°29'36"	24.96'	N52°48'16"W	23.37'
C47	100.00'	4°11'13"	7.31'	S88°06'35"E	7.31'
C48	100.00'	20°38'33"	36.03'	S75°41'42"E	35.83'
C49	100.00'	4°51'47"	8.49'	S62°56'32"E	8.48'
C50	100.00'	20°38'33"	36.03'	S50°11'22"E	35.83'
C51	100.00'	23°04'26"	40.27'	S28°19'53"E	40.00'
C52	100.00'	16°47'40"	29.31'	S08°23'50"E	29.21'
C57	220.00'	4°11'13"	16.08'	S88°06'35"E	16.07'
C58	220.00'	20°38'33"	79.26'	S75°41'42"E	78.83'
C59	220.00'	20°38'33"	79.26'	S50°11'22"E	78.83'
C60	220.00'	23°04'26"	88.60'	S28°19'53"E	88.00'
C61	220.00'	16°47'40"	64.49'	S08°23'50"E	64.26'
C62	100.00'	3°18'28"	5.77'	S58°51'25"E	5.77'
C63	100.00'	3°18'28"	5.77'	S67°01'39"E	5.77'
C64	220.00'	0°10'26"	0.67'	S60°25'26"E	0.67'
C65	220.00'	0°10'26"	0.67'	S65°27'38"E	0.67'
C76	137.00'	23°37'07"	56.47'	N21°11'09"E	56.08'



DETAIL 2: 5.00' WALL EASEMENT
SCALE: 1" = 20'

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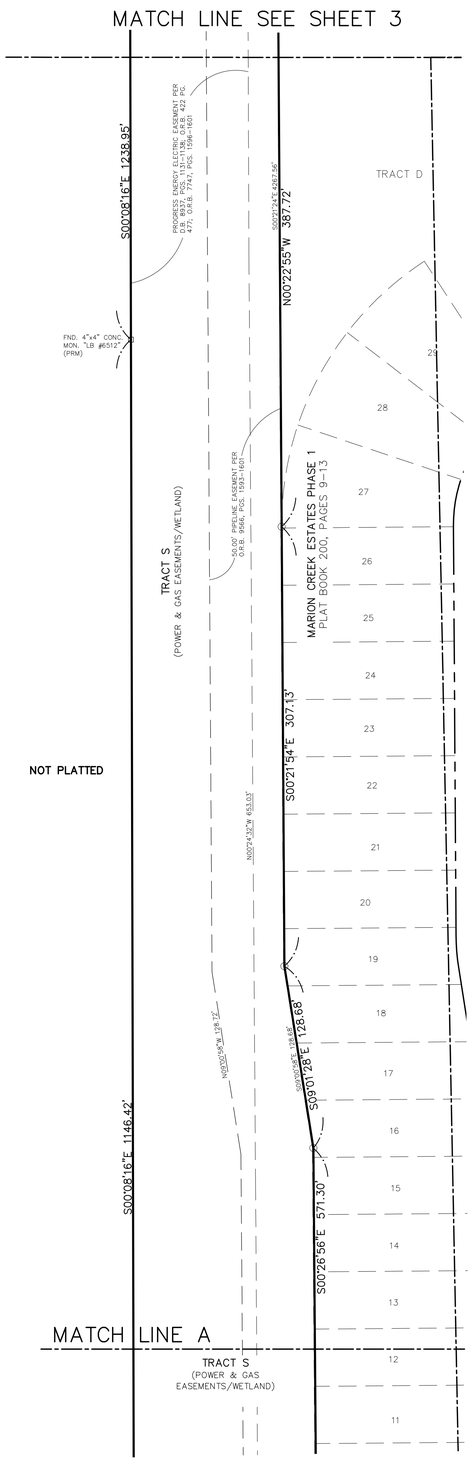
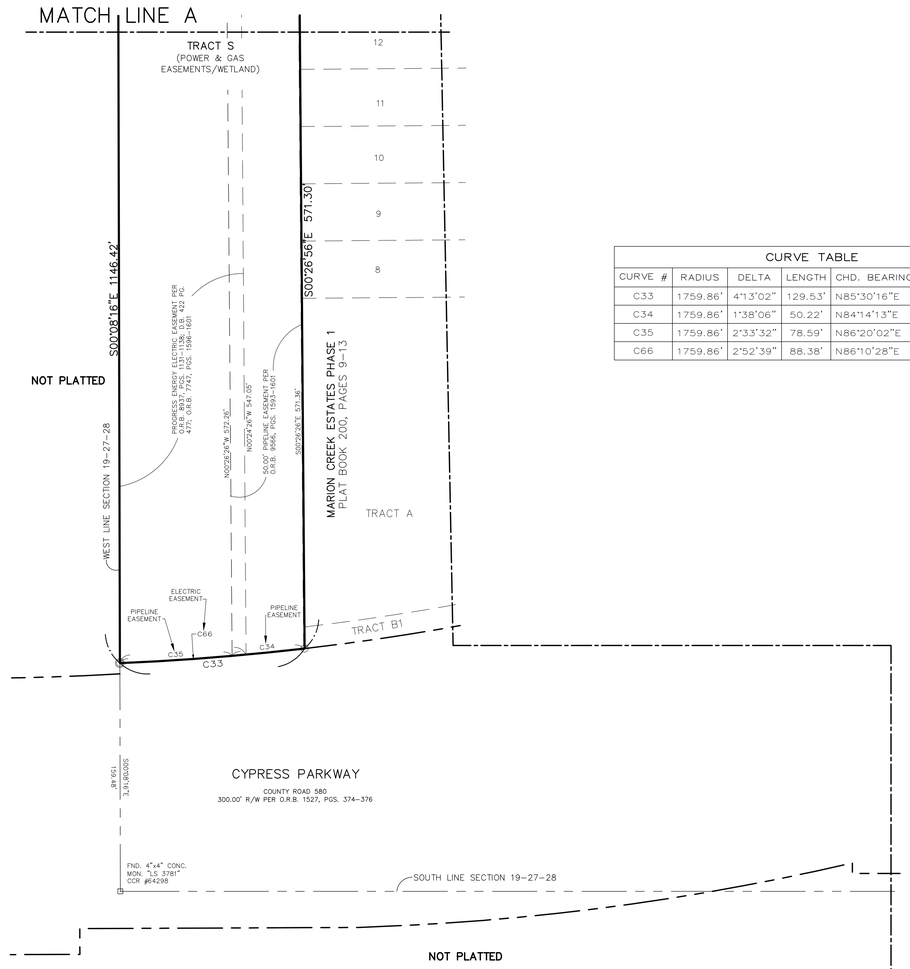
MARION CREEK ESTATES PHASE 2

A REPLAT OF TRACT FD,
MARION CREEK ESTATES PHASE 1
PLAT BOOK 200, PAGES 9 THROUGH 13
SECTION 19, TOWNSHIP 27 SOUTH, RANGE 28 EAST,
POLK COUNTY, FLORIDA

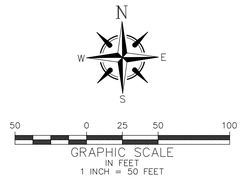
SHEET 5 OF 9

PLAT BOOK PAGE





CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C33	1759.86'	4°13'02"	129.53'	N85°30'16"E	129.50'
C34	1759.86'	1°38'06"	50.22'	N84°14'13"E	50.21'
C35	1759.86'	2°33'32"	78.59'	N86°20'02"E	78.59'
C66	1759.86'	2°52'39"	88.38'	N86°10'28"E	88.37'



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MARION CREEK ESTATES PHASE 2

A REPLAT OF TRACT FD,
MARION CREEK ESTATES PHASE 1
PLAT BOOK 200, PAGES 9 THROUGH 13
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POLK COUNTY, FLORIDA

SHEET 6 OF 9

PLAT BOOK PAGE

MATCH LINE SEE SHEET 7

MATCH LINE SEE SHEET 9

MATCH LINE SEE SHEET 3

NOT PLATTED

TRACT V
(OPEN SPACE)

CONSERVATION EASEMENT LIMITS PER O.R.B. 12426, PG. 1582

TRACT X
(WETLAND/BUFFER)

CONSERVATION EASEMENT
PER O.R.B. 12426, PG. 1582

TRACT U
(COMPENSATING STORAGE AREA)

CONSERVATION EASEMENT LIMITS PER O.R.B. 12426, PG. 1582

SEE DETAIL

TRACT S
(POWER & GAS EASEMENTS/WETLAND)

TRACT T2
(OPEN SPACE)

TRACT T1
(OPEN SPACE)

TRACT N (OPEN SPACE/UTILITY EASEMENT)

25.00' INGRESS/EGRESS EASEMENT PER O.R.B. 3030, PG. 342

50.00' PIPELINE EASEMENT PER O.R.B. 9564, PGS. 1593-1601

PROGRESS ENERGY ELECTRIC EASEMENT PER O.R.B. 4221, PGS. 1586-1601 AND O.R.B. 4771, O.R.B. 7747, PGS. 1586-1601

CONSERVATION EASEMENT PER O.R.B. 12426, PG. 1582

200.00' PROGRESS ENERGY EASEMENT PER O.R.B. 7939, PAGE 1558

25.00' INGRESS/EGRESS EASEMENT PER O.R.B. 3030, PG. 342

S00°27'32"E 1327.32'

S00°21'24"E 2412.26'

N00°21'24"W 4221.10'

S00°21'24"E 4267.66'

N00°00'26"W 734.41'

1091.14'

511.63'

140.84'

351.44'
N89°23'13"W 1835.24'

S89°23'13"E 1236.01'

S89°23'13"E 1835.51'

S89°21'32"E 463.98'

502.77'

68.03'

58.91'

75.57'

28.00'

25.00'

25.08'

200.00'

25.00'

25.00'

27.26'

36.25'

10.00'

N1377045.406'
E800111.861'
EL.86.74

S81°28'06"W 53.47'
N80°21'37"W 27.98'
N23°35'14"W 60.12'
N49°27'26"W 46.12'
N19°46'03"E 13.98'
S77°30'17"E 40.02'
S87°14'57"E 66.36'
N61°08'20"E 76.76'
N71°29'55"E 49.72'
N80°25'19"E 58.52'
S66°06'39"E 29.42'
S38°03'28"E 37.09'
S49°37'29"E 47.46'
S32°23'53"E 45.78'
S58°36'31"E 58.69'

N83°03'43"E 54.63'
S18°27'52"E 43.36'
S11°21'42"E 11.67'
S25°38'25"E 7.13'
S15°13'05"W 51.05'
S05°40'29"E 29.34'
S33°13'23"E 27.34'
S32°07'28"E 47.01'
S33°46'47"E 25.14'
S27°29'54"W 46.51'
S09°43'33"E 44.35'
S12°17'03"W 35.03'
S67°45'20"W 26.73'
S61°46'13"W 58.23'
S60°46'13"W 55.57'
S36°01'35"W 61.24'
S53°12'30"W 48.68'
S01°11'23"E 53.27'
S44°46'36"E 25.01'
N71°28'26"E 56.25'
N32°30'07"E 29.05'
N45°51'10"E 32.79'
N58°55'25"E 39.46'
N44°36'09"E 40.75'
N69°48'51"E 41.99'
N27°28'58"E 24.55'
N26°18'56"E 39.16'
N28°27'43"W 26.72'
N19°02'48"E 50.84'
N11°44'12"E 55.93'
N05°52'50"E 36.43'
N06°37'07"E 35.09'
N03°15'23"E 26.78'
N11°04'35"E 16.73'
N45°42'17"W 22.65'
N18°33'33"W 28.35'

N73°43'27"E 34.67'
L101
L43
L44
L45
L46
L52
L51
L50
L49
L48
L47

N73°43'27"E 34.67'
L101
L43
L44
L45
L46
L47
L48
L49
L50
L51
L52
N61°46'13"E 58.23'
S67°45'20"W 26.73'

N61°46'13"E 58.23'
S61°46'13"W 55.57'

N57°51'07"E 24.60'
N78°19'31"E 44.48'
N78°19'31"E 20.31'
N54°31'58"E 29.85'
N53°38'18"E 58.67'
N51°16'34"E 48.67'
L38
S76°19'20"E 45.14'
S80°53'10"E 44.20'
L39
L40
L41
L42

N61°40'13"E 86.73'
S81°46'13"W 55.37'
N73°43'27"E 34.67'
L101
L43
L44
L45
L46
L47
L48
L49
L50
L51
L52

N00°00'00"E 213.61'
187.53'
155.04'
N00°00'00"E 166.34'

L72

N

W E

S

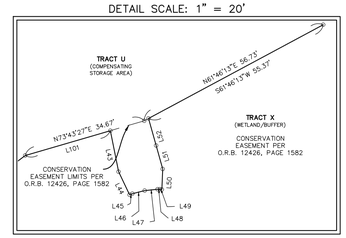
50 0 25 50 100

GRAPHIC SCALE
IN FEET
1 INCH = 50 FEET

LINE TABLE		
LINE #	DIRECTION	LENGTH
L38	N88°42'32"E	23.44'
L39	N25°41'53"E	36.41'
L40	S52°55'44"E	20.16'
L41	S35°45'06"E	22.43'
L42	N57°29'36"E	54.99'
L43	S11°21'42"E	11.67'
L44	S25°38'25"E	7.13'
L45	N69°47'02"E	0.86'
L46	N75°44'31"E	3.53'
L47	N84°13'29"E	3.61'
L48	S89°15'32"E	0.64'
L49	S84°58'15"E	0.56'
L50	N02°18'35"E	5.71'
L51	N15°27'31"W	6.81'
L52	N15°42'04"W	7.85'
L101	S73°43'27"W	24.78'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C72	44.54'	88°03'23"	68.45'	S44°01'41"W	61.91'
C73	35.46'	43°23'48"	26.86'	N21°41'54"E	26.22'
C74	35.46'	22°49'46"	14.13'	N31°58'55"E	14.04'
C75	35.46'	20°34'02"	12.73'	N10°17'01"E	12.66'

DETAIL SCALE: 1" = 20'



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MARION CREEK ESTATES PHASE 2

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PLAT BOOK 200, PAGES 9 THROUGH 13
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POLK COUNTY, FLORIDA

SHEET 7 OF 9

PLAT BOOK ____ PAGE ____

MATCH LINE SEE SHEET 8

S47°46'40"E 24.95'
S11°32'40"E 41.04'
S09°55'39"E 55.50'
S06°54'22"E 54.41'
S69°36'10"E 42.60'
S05°31'35"E 47.63'

TRACT Y
(OPEN SPACE)

CONSERVATION EASEMENT
PER O.R.B. 12426, PG. 1582

946.90'
CONSERVATION EASEMENT
PER O.R.B. 12426, PG. 1582

S87°42'24"W 27.51'
S01°46'44"W 51.93'
N34°22'23"W 78.66'
S80°49'22"W 20.70'
N79°05'24"W 42.98'

S00°07'32"E 1327.32'

NOT PLATTED

26.00' ACCESS EASEMENT PER O.R.B. 3030, PG. 342

50.00' PIPELINE EASEMENT PER O.R.B. 9966, PGS. 1593-1601

N00°23'49"E

S00°21'24"E 2412.26'

233.60'

TRACT X
(WETLAND/BUFFER)

CONSERVATION EASEMENT
PER O.R.B. 12426, PG. 1582

S73°17'17"W 15.38'
S61°31'26"W 30.10'
S71°03'38"W 63.91'
N23°41'21"W 25.66'
N64°42'43"W 24.06'
N24°41'04"W 57.80'
N75°43'46"W 50.23'
N34°37'48"W 19.11'
N26°52'56"W 41.37'
N25°53'21"W 37.15'
N40°18'28"W 58.17'
S84°27'45"W 97.18'
S21°36'11"W 38.01'
N48°45'21"W 15.60'
N06°40'14"W 36.11'
N12°20'50"W 83.75'
N80°16'44"W 64.64'
N12°58'13"E 25.36'
N09°55'04"W 61.35'
N11°25'42"W 60.59'
N09°18'51"W 49.70'
N32°23'09"W 68.81'
S81°28'06"W 53.47'
N59°21'37"W 27.36'

S47°37'10"W 39.34'
S57°05'38"W 27.85'
S75°59'10"W 48.08'
S75°59'10"W 2.43'

TRACT W
(OPEN SPACE)

S00°21'24"E 2412.26'

140.62'

PROGRESS ENERGY ELECTRIC EASEMENT PER O.R.B. 4757, PGS. 1596-1601 AND O.R.B. 4757, PGS. 1602-1604 AND O.R.B. 4757, O.R.B. 7747, PGS. 1596-1601

S00°23'47"E 4267.56'

N76°09'15"E 62.14'
N81°44'57"E 38.41'
S64°51'42"E 27.31'
N74°29'23"E 35.53'
N64°07'54"E 33.21'
S83°23'14"E 74.80'
S63°02'46"E 76.03'
S52°02'53"E 60.00'
S15°15'19"E 58.69'
S01°09'33"W 57.77'
S17°57'16"W 46.98'
S02°36'56"E 37.98'
S02°37'45"W 43.22'
S12°28'44"W 29.88'

N16°31'18"E 29.26'
S84°34'14"E 1.77'

TRACT S
(POWER & GAS EASEMENTS/WETLAND)

CONSERVATION EASEMENT
PER O.R.B. 12426, PG. 1582

1091.14'

N00°23'49"W 773.15'

TRACT X
(WETLAND/BUFFER)

CONSERVATION EASEMENT
PER O.R.B. 12426, PG. 1582

TRACT V
(OPEN SPACE)

CONSERVATION EASEMENT LIMITS
PER O.R.B. 12426, PG. 1582

TRACT X
(WETLAND/BUFFER)

CONSERVATION EASEMENT
PER O.R.B. 12426, PG. 1582

CONSERVATION EASEMENT LIMITS
PER O.R.B. 12426, PG. 1582

N00°11'06"W 1311.08'

NOT PLATTED

SOUTHEAST CORNER OF NORTHWEST 1/4 OF NORTHWEST 1/4 SECTION 19, TOWNSHIP 27 SOUTH, RANGE 28 EAST

N89°36'57"W 1334.04'

MATCH LINE SEE SHEET 2

MATCH LINE SEE SHEET 6

N
W E
S

50 0 25 50 100
GRAPHIC SCALE
IN FEET
1 INCH = 50 FEET

JOHNSTON'S SURVEYING INC.
900 Cross Prairie Parkway
Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140
L.B. #966

MARION CREEK ESTATES PHASE 2

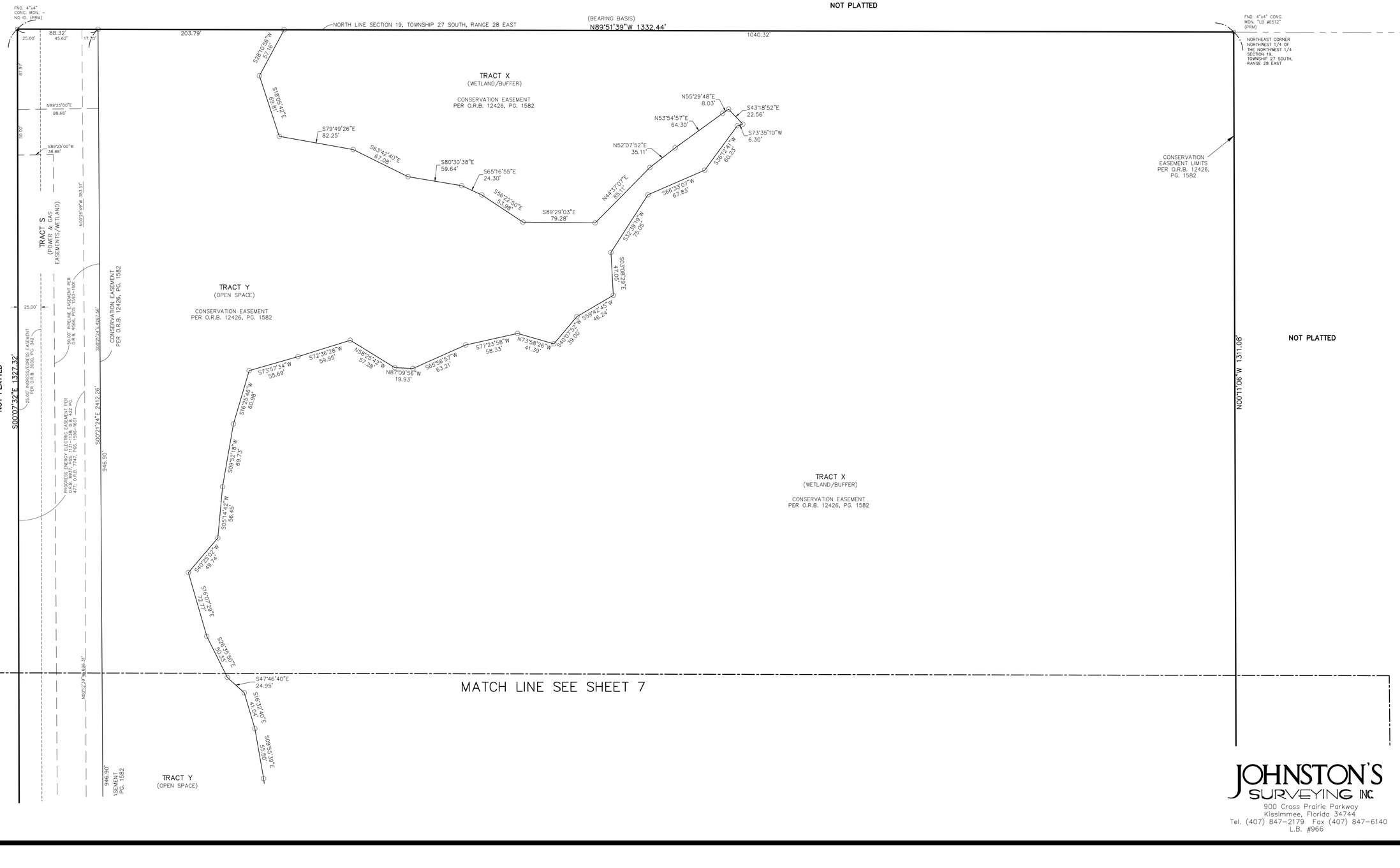
A REPLAT OF TRACT FD,
MARION CREEK ESTATES PHASE 1
PLAT BOOK 200, PAGES 9 THROUGH 13
SECTION 19, TOWNSHIP 27 SOUTH, RANGE 28 EAST,
POLK COUNTY, FLORIDA

SHEET 8 OF 9

PLAT BOOK ____ PAGE ____

N
W E
S

50 0 25 50 100
GRAPHIC SCALE
IN FEET
1 INCH = 50 FEET



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MARION CREEK ESTATES PHASE 2

PLAT BOOK PAGE

A REPLAT OF TRACT FD,
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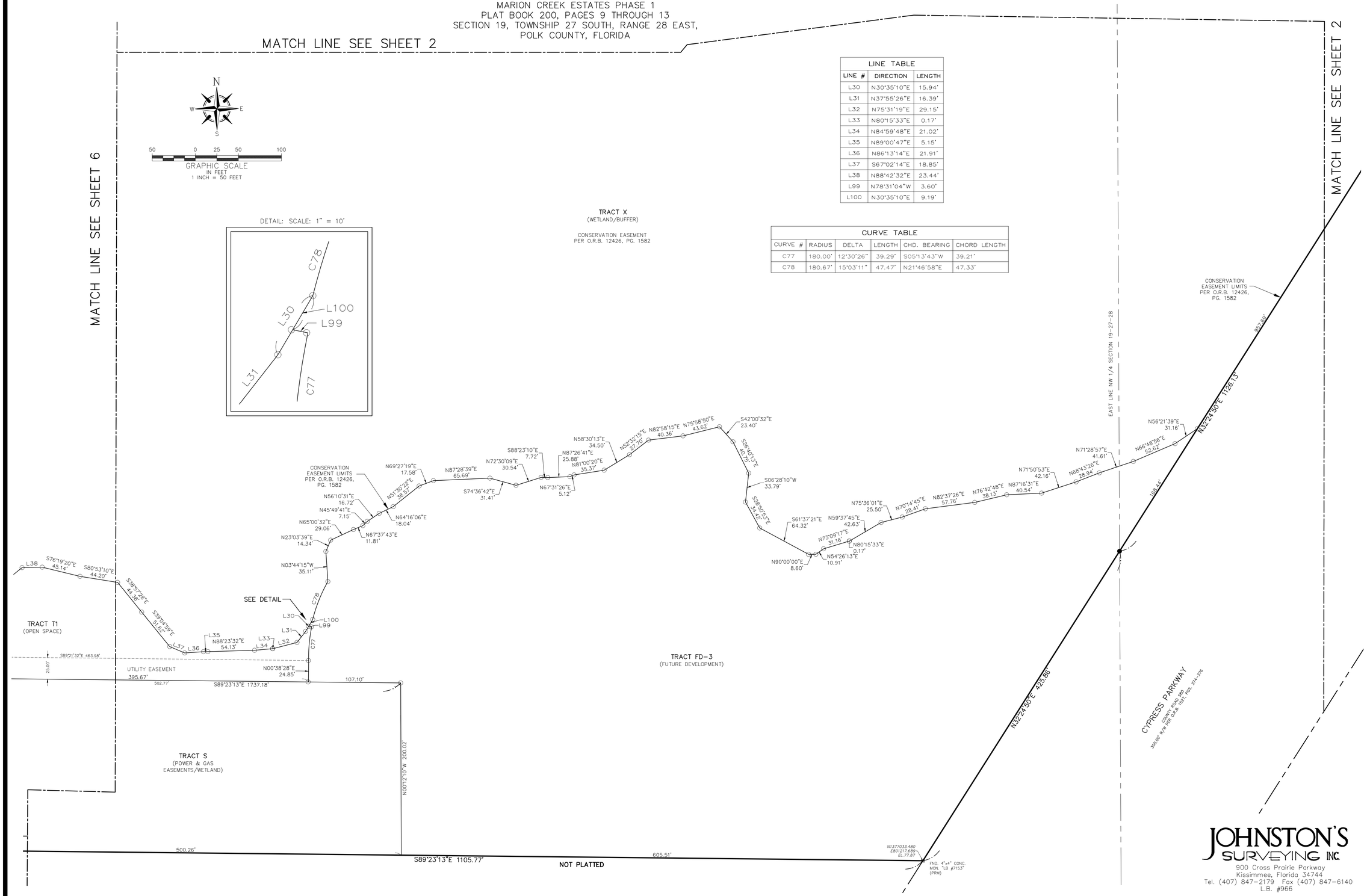
POLK COUNTY, FLORIDA



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SURVEYING INC.
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Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140
L.B. #966

Agenda Item R.15. 11/7/2023

SUBJECT

Accept Pollard Pointe potable water utility system improvements for ownership, operation, and maintenance by Polk County Utilities. (No fiscal impact)

DESCRIPTION

Pollard Pointe is a 14 single family development. This project received construction plan approval from Polk County on December 17, 2021. Pollard Pointe is located in the Southwest Regional Utility Service Area in S-15, T-29, R-24, and is located on Pollard Road in Lakeland, Florida. All requirements for acceptance of the Pollard Pointe potable water utility system improvements have been met. The Land Development Division has reviewed all of the documentation presented and recommends acceptance of these improvements.

RECOMMENDATION

Request Board accept the potable water utility system improvements of Pollard Pointe for ownership, operation, and maintenance responsibilities by Polk County Utilities.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons
Land Development
863-534-6493
chrissyirons@polk-county.net <mailto:chrissyirons@polk-county.net>

UTILITIES DIVISION_LAND DEVELOPMENT DIVISION
SYSTEM ACCEPTANCE FISCAL INFORMATION SHEET
(Auditing submittal with supporting documentation after Board acceptance of systems)

PROJECT INFORMATION

Project Name:	Pollard Pointe		
County Project DMS #	LDRES-2021-56	PCUMD Project #	2021-14-40-0
Developer Name:	MODE Investments, Inc		
Developer Address:	P.O. Box 7667		
	Lakeland, FL 33807		
Contact Person & Phone No.	Margaret S. Ireland (863) 644-9197		

SYSTEM(S) ACCEPTED BY UTILITIES DIVISION

Wastewater:	Reclaimed Water:	Potable Water:	X
Commencement Date of County Operation of System(s):			07/17/23
Date of Acceptance by Board of County Commissioners:			11/07/23

SYSTEM VALUE AND REIMBURSEMENT INFORMATION

System Value			
	On Site	Off Site	
Wastewater*	$0.00	$0.00	$0.00
Reclaimed Water*	$0.00	$0.00	$0.00
Potable Water*	$76,760.00	$0.00	$76,760.00
Land**	$0.00	$0.00	
Total system value			$76,760.00

Cash Payment by Developer to County	
Reimbursements	
From wastewater connection fees	$0.00
From reclaimed water connection fees	$0.00
From potable water connection fees	$0.00
Total connection fee reimbursement	$0.00
Cash for wastewater improvements***	$0.00
Cash for reclaimed water improvements***	$0.00
Cash for potable water improvements***	$0.00
Cash for land***	$0.00
Total cash reimbursement***	$0.00

Summary of System Value and Reimbursements	$0.00
Total system value	$76,760.00
Total connection fee reimbursement	$0.00
Total cash reimbursement	
System contribution value****	$76,760.00

*In accordance with construction schedule of values
**In accordance with Property Appraiser records if land not purchased
***Paid upon system acceptance by Board and invoice approval by Auditor to Board
****Total system value less total connection fee and cash reimbursements

SUPPORTING DOCUMENTATION

Documents	Applicable	Attached
Developer's Letter of Dedication	X	X
Engineer's Certificate of Certification	X	X
Contractor's Letter of Certification	X	X
Construction schedule of values (water, wastewater and/or reclaimed water)	X	X
Copy of New Development Information Sheet	X	X
Final Inspector's Letter	X	X
Agenda item accepting system(s)	X	X
Original Developer's Affidavit of Costs*	NA	NA
Original Contractor's Affidavit of Charges*	NA	NA
Copy of agreement with developer, if applicable*	NA	NA
*Applicable only if agreement exists	NA	NA

Prepared by: Chrissy Irons Date: 10/04/23

SVC 3/17/2016

CHAPTER 2 DEVELOPMENT COORDINATION Section 250-E

Engineer of Record's Letter of Certification

Project: Pollard Pointe

PCU Project No.: LDRES-2021-56

I, as ENGINEER OF RECORD for the above subject project, hereby certify to PCU that all applicable water, wastewater, and/or reclaimed water systems constructed as part of, and in conjunction with the subject project are completed in conformance with the Construction Plans as approved by PCU and all State of Florida construction permit conditions. These utility systems are complete, functional, ready to be placed into operation to provide service to the public, and ready for PCU acceptance, ownership, operation, and maintenance responsibility.

The Record Drawings accurately reflect all utility system information, to include: each and every water, wastewater, and reclaimed water service, tap, clean-out, valve, fire hydrant, fitting, casing, and pipe referenced either from at least two fixed and easily found reference points (e.g., property corners, manhole lids, valve covers, etc.) or by the use of stations and offsets from the center of wastewater manholes or inline valves, as applicable. Depths, material specifications, and sizes of pipes, valves, and fittings are indicated on the Record Drawings. Lot numbers, street names, locations of easements, property boundaries, etc. are shown on the Record Drawings and are consistent with the approved Recorded Plat. Horizontal dimensions and distances shown are within 0.1 foot accuracy. Vertical dimensions, elevations, and distances are within 0.1 foot accuracy.

Engineer's Signature Date: 06-09-2023

Engineer's Typed Name: Charles R Brooker III, PE

Florida P. E. Registration Number: 88615

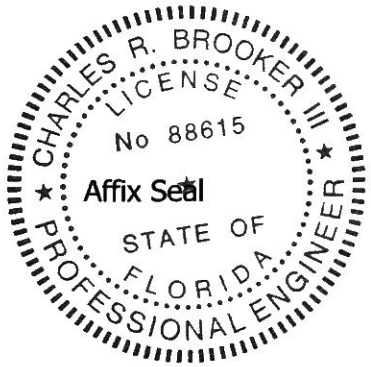
Engineer's Firm Name: Traditions Engineering LLC

Engineer's Mailing Address:
6039 Cypress Gardens Blvd, Suite 290,
Winter Haven, FL 33884

Engineer's Physical Address:
35 Don Polston Drive, Suite 115
Eagle Lake, FL 33839

Telephone Number: 863-397-1626

Fax Number:



ENGINEER'S CERTIFICATE
(As Required Under Section 10-2)

Subdivision Name:

Pollard Pointe

Subdivision File Number: #LDRES-2021-56

Date: July 18, 2023

This is certify that I have made periodic inspections on this project during construction and all work has been substantially performed in accordance with plans and specifications as approved by the Polk County Engineer.

Charles R. Brooker, P.E. 88615

SUBDIVIDER'S GUARANTEE

This is to certify that I guarantee all work referred to in the foregoing Engineer's Certificate and I will be responsible for correcting any construction, design, or material defects or failures for a period of one (1) year from the date of final acceptance of the road and drainage improvements by the Polk County Board of Commissioners.

Margaret S. Ireland – President
Mode Investments, Inc.

Mariana Reinberg
Notary Public – State of Florida

Corporate Seal

MARIANA REINBERG
MY COMMISSION # HH 410186
EXPIRES: June 13, 2027

CHAPTER 2 **DEVELOPMENT COORDINATION** Rev September 2014

Section 250-F **Contractor's Letter of Certification** December 2010

Project: Pollard Pointe
PCU Project No.: LDRES-2021-56

I, as the CONTRACTOR for the above subject project, hereby certify to PCU that the water __X__, wastewater ____, and/or reclaimed water ____ system (*check all that apply*) constructed as part of, and in conjunction with the above subject project are completed and in conformance with the Construction Plans approved by PCU, and State of Florida construction permit conditions. These utility systems are complete, functional, ready to be placed into operation to provide service to the public, and ready for County acceptance for PCU to take ownership, operation, and maintenance responsibility.

The Record Drawings accurately reflect all utility system information, to include: each and every water, wastewater, and reclaimed water service, tap, clean-out, valve, fire hydrant, fitting, casing, and pipe referenced either from at least two fixed and easily found reference points (e.g., property corners, manhole lids, valve lids, etc.) or by the use of stations and offsets from the center of wastewater manholes or inline valves, as applicable. Depths, material specifications, and sizes of pipes, valves, and fittings are indicated on the Record Drawings. Lot numbers, street names, locations of easements, property boundaries, etc. are shown on the Record Drawings and are consistent with the approved Recorded Plat. Horizontal dimensions and distances shown are within 0.1 foot accuracy. Vertical dimensions, elevations, and distances are within 0.1 foot accuracy.

All construction materials and workmanship is warranted for one (1) calendar year from the date of acceptance by the Board of County Commissioners.

Bruce Ten Brink — Contractor's Signature
6/9/23 — Date
CUC056957 — Florida License Number
Bruce Ten Brink — Contractor's typed Name
Ten Brink Underground, Inc. — Contractor's Firm Name
40509 Chancey Road
Zephyrhills, FL 33542 — Contractor's Physical Address
40509 Chancey Road
Zephyrhills, FL 33542 — Contractor's Mailing Address
813-788-0184 — Telephone Number
813-715-4050 — Fax Number

CHAPTER 2 DEVELOPMENT COORDINATION

Section 250-D Developer's Letter of Dedication & Statement of Warranty

December 2010

Project: Pollard Pointe
PCU Project No.: LDRES-2021-56

I, as the DEVELOPER of the above subject project, hereby dedicate to PCU all applicable water, wastewater, and/or reclaimed water systems constructed as part of, and in conjunction with the subject project for ownership, operation, and maintenance responsibility. Further, I certify that all bills relative to this project have been paid, and there are no liens or other encumbrances against the project.

All construction, materials, and workmanship are warranted for one (1) calendar year from the date of acceptance by the Board of County Commissioners.

All Record Drawing information is hereby warranted perpetually.

Margaret Ireland — Developer's Signature
7.18.2023 — Date
MODE Investments, Inc. — Developer's Firm Name

Margaret S. Ireland — Developer's Typed Name
863-644-9197 — Telephone Number
N/A — Fax Number

P.O. Box 7667
Lakeland, FL 33807
Developer's Mailing Address

Developer's Physical Address

Water System Schedule of Values

Date: 6/9/23

Contractor: Ten Brink Underground, Inc.

Project: Pollard Pointe

PCU Project No.: LDRES-2021-56

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
1	Single Service, Long				
2	Single Service, Short	2	ea	$890.00	$1,780.00
3	Double Service, Long	3	ea	$1,460.00	$4,380.00
4	Double Service, Short	3	ea	$1,460.00	$4,380.00
5	Blow-Off Assembly, Complete	2	ea	$6,450.00	$12,900.00
6	Fire Hydrant Assembly, Complete Including Branch Valve	1	ea	$5,210.00	$5,210.00
7					
8					
9					
10	4" PVC, AWWA C-900, DR 18, Blue	400	lf	$23.00	$9,200.00
11	4" DIP, Pressure Class 350, Cement-Lined, Bituminous Coated				
12	4" Gate Valve Assembly, Complete	1	ea	$1,180.00	$1,180.00
13	4" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
14	4" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
15	4" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
16	4" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
17	4" Tee, CI, C153, Cement-Lined, Bituminous Coated				
18	4" Cross, DI, C153, Cement-Lined, Bituminous Coated				
19					
20	4" HDPE				
21					
22	6" PVC, AWWA C-900, DR 18, Blue				
23	6" DIP, Pressure Class 350, Cement-Lined, Bituminous Coated				
24	6" Gate Valve Assembly, Complete				

Water System Schedule of Values

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
25	6" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
26	6" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
27	6" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
28	6" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
29	6" Tee, DI, C153, Cement-Lined, Bituminous Coated				
30	6" Cross, DI, C153, Cement-Lined, Bituminous Coated				
31					
32	6" HDPE				
33					
34	8" PVC, AWWA C-900, DR 18, Blue	730	lf	$42.00	$30,660.00
35	8" DIP, Pressure Class 350 Cement-Lined, Bituminous Coated				
36	8" Gate Valve Assembly, Complete	3	ea	$1,660.00	$4,980.00
37	8" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
38	8" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
39	8" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated	2	ea	$480.00	$960.00
40	8" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
41	8" Tee, DI, C153, Cement-Lined, Bituminous Coated	1	ea	$730.00	$730.00
42	8" Cross, DI, C153, Cement-Lined, Bituminous Coated				
43	8x4 Reducer	1	ea	$400.00	$400.00
44	8" HDPE				
45					
46	10" PVC, AWWA C-900, DR 18, Blue				
47	10" DIP, Pressure Class 350, Cement-Lined, Bituminous Coated				
48	10" Gate Valve Assembly, Complete				
49	10" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				

Water System Schedule of Values

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
50	10" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
51	10" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
52	10" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
53	10" Tee, DI, C153, Cement-Lined, Bituminous Coated				
54	10" Cross, DI, C153, Cement-Lined, Bituminous Coated				
55					
56	10" HDPE				
57					
58	12" PVC, AWWA C-900, DR 18, Blue				
59	12" DIP, Pressure Class 350, Cement-Lined, Bituminous Coated				
60	12" Gate Valve Assembly, Complete				
61	12" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
62	12" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
63	12" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
64	12" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
65	12" Tee, DI, C153 Cement-Lined, Bituminous Coated				
66	12" Cross, DI, C153, Cement-Lined, Bituminous Coated				
67					
68	12" HDPE				
69					
70	16" PVC, AWWA C-905, DR 25, Blue				
71	16" DIP, Pressure Class 350, Cement-Lined, Bituminous Coated				
72	16" Gate Valve Assembly, Complete				
73	16" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
74	16" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				

Water System Schedule of Values

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
75	16" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
76	16" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
77	16" Tee, DI, C153 Cement-Lined, Bituminous Coated				
78	16" Cross, DI, C153, Cement-Lined, Bituminous Coated				
79					
80	16" HDPE				
81					
82					
83					
84	18" PVC, AWWA C-905, DR 25, Blue				
85	18" DIP, Pressure Class 350, Cement-Lined, Bituminous Coated				
86	18" Gate Valve Assembly, Complete				
87	18" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
88	18" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
89	18" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
90	18" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
91	18" Tee, DI, C153 Cement-Lined, Bituminous Coated				
92	18" Cross, DI, C153, Cement-Lined, Bituminous Coated				
93					
94	18" HDPE				
95					
96					
97					

Total Constructed Value: $76,760.00

Reviewer: Date: 6/9/23

Comments

Florida's Crossroads of Opportunity

Board of County Commissioners

330 West Church Street
PO Box 9005 • Drawer GM03
Bartow, Florida 33831-9005

PHONE: 863-534-6792
FAX: 863-534-6407
www.polk-county.net

POLK COUNTY

LAND DEVELOPMENT DIVISION

MEMORANDUM

To: Chrissy Irons, Project Coordinator II

From: Glenda Mills, Inspector

Project Name: Pollard Pointe

Project #: LDRES-2021-56

DATE: 8/18/2023

The Inspector of Record has made a final review of the above-mentioned project. As a result of inspections, test results, and general site observations, I certify that the project is complete and represents reasonable compliance with the intent of the plans designed by the Engineer of Record and approved by the Polk County Land Development Division. The exact field locations and elevations of the storm water, potable water, wastewater, and reclaimed water systems are not guaranteed nor certified by the inspector.

It is the Contractor and Engineer of Record's responsibility to furnish the Polk County Land Development Division with Record Drawings and other final closeout documentation, as required by the Land Development Code and the Utility Standards and Specifications Manual, for final review and approval of the completed project before release of C.O.'s.

Should you have any further questions in the matter, please call (863) 534-6449.

Polk County

Board of County Commissioners

Agenda Item R.16. 11/7/2023

SUBJECT

Accept a one-year warranty and cash surety in the amount of $7,676.00 for Pollard Pointe. (No fiscal Impact)

DESCRIPTION

This request is to accept a one-year warranty and surety in the amount of $7,676.00 in the form of a cash surety, which represents 10% of the cost of the publicly dedicated infrastructure for ownership, operation, and maintenance responsibilities Pollard Pointe per Utilities Code Section 4.03.B.2. This warranty is for a one-year period beginning with the Board's acceptance. This one-year warranty period begins on November 7, 2023, and ends on November 7, 2024.

RECOMMENDATION

Request Board accept a one-year warranty expiring on November 7, 2024, and a cash surety in the amount of $7,676.00 for Pollard Pointe.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons
Land Development
863-534-6493
chrissyirons@polk-county.net <mailto:chrissyirons@polk-county.net>

ECON
Ph:863.686.0544
www.econsouth.com
6700 S. Florida Avenue, Suite 4, Lakeland, FL 33813

July 31, 2023

Rita Karacson, CPM, CPS
Development Coordination Supervisor
Polk County Land Development Division
330 W. Church Street
Bartow, Florida 33830

Subject: Pollard Pointe

PC Project No.: LDRES-2021-56

Dear Ms. Karacson:

Attached is a summary of the construction cost for the potable water distribution system for Pollard Pointe. The total cost is $76,760.00. A 10% surety bond is proposed for $7,676.00.

CHAD R. BROOKER LICENSED No 88615 8-14-23 STATE OF FLORIDA PROFESSIONAL ENGINEER

Chad Brooker PE
Vice President

Cc: Josie Poe
Office Manager

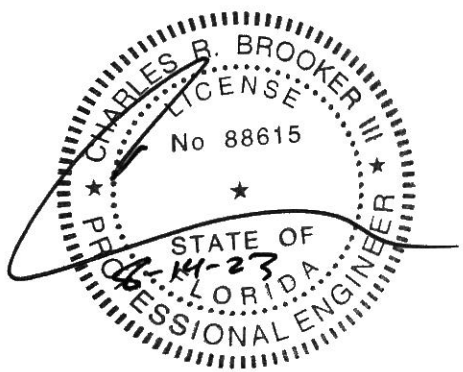
Pollard Pointe
Polk County Construction Cost (LDRES-2021-56)
8/14/2023

WATER

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
1	Single Service, Short	2	ea	$890.00	$1,780.00
2	Double Service, Long	3	ea	$1,460.00	$4,380.00
3	Double Service, Short	3	ea	$1,460.00	$4,380.00
4	Blow-Off Assembly, Complete	2	ea	$6,450.00	$12,900.00
5	Fire Hydrant Assesmbly, Complete Including Branch Value	1	ea	$5,210.00	$5,210.00
6	4" PVC, AWWA C-900, DR 18, Blue	400	if	$23.00	$9,200.00
7	4" Gate Value Assembly, Complete	1	ea	$1,180.00	$1,180.00
8	8" PVC AWWA C-900, DR 18, Blue	730	if	$42.00	$30,660.00
9	8" Gate Value Assembly, Complete	3	ea	$1,660.00	$4,980.00
10	8" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated	2	ea	$480.00	$960.00
11	8" Tee, DI, C153, Cement-Lined, Bituminous Coated	1	ea	$730.00	$730.00
12	8x4 Reducer	1	ea	$400.00	$400.00

Sub Total $76,760.00

10% Total Polk County Improvements $7,7676.00



Florida's Crossroads of Opportunity

Board of County Commissioners

330 West Church Street
PO Box 9005 • Drawer GM03
Bartow, Florida 33831-9005

PHONE: 863-534-6792
FAX: 863-534-6407
www.polk-county.net

POLK COUNTY

LAND DEVELOPMENT DIVISION

MEMORANDUM

To: Chrissy Irons, Project Coordinator II

From: Glenda Mills, Inspector

Project Name: Pollard Pointe

Project #: LDRES-2021-56

DATE: 8/18/2023

The Inspector of Record has made a final review of the above-mentioned project. As a result of inspections, test results, and general site observations, I certify that the project is complete and represents reasonable compliance with the intent of the plans designed by the Engineer of Record and approved by the Polk County Land Development Division. The exact field locations and elevations of the storm water, potable water, wastewater, and reclaimed water systems are not guaranteed nor certified by the inspector.

It is the Contractor and Engineer of Record's responsibility to furnish the Polk County Land Development Division with Record Drawings and other final closeout documentation, as required by the Land Development Code and the Utility Standards and Specifications Manual, for final review and approval of the completed project before release of C.O.'s.

Should you have any further questions in the matter, please call (863) 534-6449.

Polk County

Board of County Commissioners

Agenda Item R.17. 11/7/2023

SUBJECT

Approve the release of a surety in the amount of $3,208,991.37 in the form of Performance Bond No. LICX1216491 Redding Pointe. (No fiscal impact)

DESCRIPTION

On November 22, 2023, the Board accepted a performance surety bond in the amount of $3,208,991.37 for miscellaneous construction items. An inspection was performed on September 20, 2023, concerning the miscellaneous construction items. These items have been completed to the satisfaction of Polk County. The Land Development Division requests the Board release Performance Bond No. LICX1216491 in the amount of $3,208,991.37.

RECOMMENDATION

Request Board approve the release of Performance Bond No. LICX1216491 in the amount of $3,208,991.37 for Redding Pointe.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons
Land Development
863-534-6493
chrissyirons@polk-county.net <mailto:chrissyirons@polk-county.net>

PERFORMANCE BOND

Bond No. LICX1216491

KNOWN ALL MEN BY THESE PRESENTS, That we, Pulte Home Company, LLC, as Principal, and Lexon Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Illinois and duly licensed to conduct surety business in the State of Florida, as Surety, are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of Three Million Two Hundred Eight Thousand Nine Hundred Ninety One and 37/100 ($3,208,991.37) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

WHEREAS, Polk County's Land Development Code (hereinafter "LDC") is by reference incorporated into and made part of this Performance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has agreed to construct the improvements described in the Engineer's Cost Estimate, attached hereto as Exhibit "A" and incorporated into and made part of this Bond (hereinafter "Improvements"), in the Redding Pointe platted subdivision, in accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") filed with Polk County's Land Development Division, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, the LDC requires the Principal to submit an instrument ensuring completion of construction of the Improvements.

NOW, THEREFORE, the conditions of this Bond are such that:

1. If the Principal shall well and truly perform the construction of the Improvements in the platted area known as Redding Pointe subdivision in accordance with the Plans and LDC by March, 20 23 (the "Guaranty Period") and as verified by Polk County's Land Development Division, then upon approval by the Obligee this Bond shall be null and void. If the Improvements are not constructed within the Guaranty Period or such later date the Obligee may approve, then this Bond shall be payable to the Obligee.

2. The Surety unconditionally covenants and agrees that if the Principal fails to complete construction of all or any part of the requirement Improvements within the Guaranty Period, the Surety, upon thirty (30) days written notice from the Obligee, or its authorized agent or officer, of the default, will forthwith perform and complete the Improvements and pay the cost thereof, including without limitation, engineering, legal, and contingent costs. Should the Surety fail or refuse to perform and complete the said Improvements, the Obligee, in view of the public interest, health, safety and welfare factors involved and the inducement in approving and filing the plat for the above-referenced subdivision, shall have the right to resort to any and all legal remedies against the Principal and Surety, or

either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree.

3. The Principal and Surety further jointly and severally agree that the Obligee, at its option, shall have the right to construct, or caused to be constructed the Improvements in case the Principal should fail or refuse to do so. In the event the Obligee should exercise such right, the Principal and Surety shall be jointly and severally liable hereunder to reimburse the Obligee the total cost of, including without limitation, engineering, legal, and contingent costs, together with any damages, either direct or consequential, which may be sustained on account of the failure of the Principal to complete all of the obligations for construction of the Improvements.

4. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or deletion to the Improvements shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, addition or deletion to the Improvements.

5. All notices, demands, and correspondence with respect to this Bond shall be in writing and addressed to:

The Surety at: Lexon Insurance Company
12890 Lebanon Road
Mt. Juliet, TN 37122

The Principal at: Pulte Home Company, LLC
2662 S. Falkenburg Rd.
Riverview, FL 33578

The Obligee at:
Polk County, Land Development Division
330 West Church Street
PO Box 9005 – Drawer GM03
Bartow, FL 33831-9005

[Signatures appear on the next page]

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 12th day of October, **2022.**

PRINCIPAL:

Witness

J. Nicholas Sarris
Printed Name

Witness

Denver Susong
Printed Name

Pulte Home Company, LLC
Name of Corporation

By: **SEE ATTACHED**

Gregory S. Rives
Assistant Treasurer
Printed Name
Title:
(SEAL)

SURETY:

Witness

Kelly A. Gardner
Printed Name

Witness

Alexa Costello
Printed Name

Lexon Insurance Company
Name of Corporation

By:

James I. Moore
Printed Name
Title: Attorney-in-Fact
(SEAL)

(attach power of attorney)

executed this 12th day of October, 2022.

Pulte Home Company, LLC

PRINCIPAL

BY: Gregory S. Rives, Assistant Treasurer

Notary Attached

ACKNOWLEDGEMENT BY PRINCIPAL

STATE OF GEORGIA)

) ss.

COUNTY OF FULTON)

This record was acknowledged before me on October 12, 2022, appeared Gregory S. Rives as Assistant Treasurer of Pulte Home Company, LLC, who provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand official seal.

Shirley E Hutchins

Signature of Notary Public

SHIRLEY E HUTCHINS
Notary Public - State of Georgia
Fulton County
My Commission Expires Jul 14, 2026

Shirley E. Hutchins
Notary Public State of Georgia
My Commission Expires: July 14, 2026

SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

1079

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **James I. Moore, Stephen T. Kazmer, Dawn L. Morgan, Kelly A. Gardner, Jennifer J. McComb, Melissa Schmidt, Tariese M. Pisciotto, Diane Rubright, Amy Wickett, Martin Moss** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **FIFTEEN MILLION Dollars ($15,000,000.00).**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: Richard Appel
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: Richard Appel
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: Richard Appel
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: Richard Appel
Richard Appel; SVP & Senior Counsel

ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor
Amy Taylor, Notary Public - My Commission Expires 5/9/23

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

   ; and be it further

   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 12th day of October 2022.

By: Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com
Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

STATE OF ILLINOIS }
COUNTY OF DU PAGE}

On October 12, 2022, before me, Alexa Costello, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared, James I. Moore, known to me to be Attorney-in-Fact of Lexon Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires November 19, 2023

Alexa Costello

Alexa Costello, Notary Public
Commission No. 904586

OFFICIAL SEAL
Alexa Costello
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Nov 19, 2023

Florida's Crossroads of Opportunity

Board of County Commissioners

330 West Church Street
PO Box 9005 • Drawer GM03
Bartow, Florida 33831-9005

PHONE: 863-534-6792
FAX: 863-534-6407
www.polk-county.net

POLK COUNTY

LAND DEVELOPMENT DIVISION

MEMORANDUM

To: Lyndsay Rathke, Project Coordinator

From: Marty Waring, Inspector

Project Name: Redding Pointe

Project #: LDRES-2021-85

DATE: 9/20/2023

The Inspector of Record has made a final review of the above-mentioned project. As a result of inspections, test results, and general site observations, I certify that the project is complete and represents reasonable compliance with the intent of the plans designed by the Engineer of Record and approved by the Polk County Land Development Division. The exact field locations and elevations of the storm water, potable water, wastewater, and reclaimed water systems are not guaranteed nor certified by the inspector.

It is the Contractor and Engineer of Record's responsibility to furnish the Polk County Land Development Division with Record Drawings and other final closeout documentation, as required by the Land Development Code and the Utility Standards and Specifications Manual, for final review and approval of the completed project before release of C.O.'s.

Should you have any further questions in the matter, please call (863) 534-6449.

Polk County

Board of County Commissioners

Agenda Item R.18. 11/7/2023

SUBJECT

Approve the release of a surety in the amount of $756,368.20 in the form of Performance Bond No. US00115863SU22A Solivita Phase 5D. (No fiscal impact)

DESCRIPTION

On March 1, 2022, the Board accepted a performance surety bond in the amount of $756,368.20 for miscellaneous construction items. An inspection was performed on October 11, 2023, concerning the miscellaneous construction items. These items have been completed to the satisfaction of Polk County. The Land Development Division requests the Board release Performance Bond No. US00115863SU22A in the amount of $756,368.20.

RECOMMENDATION

Request Board approve the release of Performance Bond No. US00115863SU22A in the amount of $756,368.20 for Solivita Phase 5D.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons
Land Development
863-534-6493
chrissyirons@polk-county.net <mailto:chrissyirons@polk-county.net>

PERFORMANCE BOND

Bond No. US00115863SU22A

KNOWN ALL MEN BY THESE PRESENTS, That we, Avatar Properties, Inc., as Principal, and XL Specialty Insurance Company a corporation organized and doing business under and by virtue of the laws of the State of Delaware and duly licensed to conduct surety business in the State of Florida, as Surety, are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of Seven Hundred Fifty Six Thousand Three Hundred Sixty Eight and 20/100 ($ 756,368.20) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

WHEREAS, Polk County's Land Development Code (hereinafter "LDC") is by reference incorporated into and made part of this Performance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has agreed to construct the improvements described in the Engineer's Cost Estimate, attached hereto as Exhibit "A" and incorporated into and made part of this Bond (hereinafter "Improvements"), in the Solivita Phase 5D platted subdivision, in accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") filed with Polk County's Land Development Division, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, the LDC requires the Principal to submit an instrument ensuring completion of construction of the Improvements.

NOW, THEREFORE, the conditions of this Bond are such that:

1. If the Principal shall well and truly perform the construction of the Improvements in the platted area known as Solivita Phase 5D subdivision in accordance with the Plans and LDC by February 28, 2023 (the "Guaranty Period") and as verified by Polk County's Land Development Division, then upon approval by the Obligee this Bond shall be null and void. If the Improvements are not constructed within the Guaranty Period or such later date the Obligee may approve, then this Bond shall be payable to the Obligee.

2. The Surety unconditionally covenants and agrees that if the Principal fails to complete construction of all or any part of the requirement Improvements within the Guaranty Period, the Surety, upon thirty (30) days written notice from the Obligee, or its authorized agent or officer, of the default, will forthwith perform and complete the Improvements and pay the cost thereof, including without limitation, engineering, legal, and contingent costs. Should the Surety fail or refuse to perform and complete the said Improvements, the Obligee, in view of the public interest, health, safety and welfare factors involved and the inducement in approving and filing the plat for the above-referenced subdivision, shall have the right to resort to any and all legal remedies against the Principal and Surety, or

either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree.

3. The Principal and Surety further jointly and severally agree that the Obligee, at its option, shall have the right to construct, or caused to be constructed the Improvements in case the Principal should fail or refuse to do so. In the event the Obligee should exercise such right, the Principal and Surety shall be jointly and severally liable hereunder to reimburse the Obligee the total cost of, including without limitation, engineering, legal, and contingent costs, together with any damages, either direct or consequential, which may be sustained on account of the failure of the Principal to complete all of the obligations for construction of the Improvements.

4. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or deletion to the Improvements shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, addition or deletion to the Improvements.

5. All notices, demands, and correspondence with respect to this Bond shall be in writing and addressed to:

The Surety at:

Hub International Midwest
1411 Opus Place, Suite 450
Downers Grove, IL 60515

The Principal at:

Avatar Properties, Inc.
2600 Lake Lucien Drive #350
Maitland, FL 32751

The Obligee at:

Polk County, Land Development Division
330 West Church Street
PO Box 9005 – Drawer GM03
Bartow, FL 33831-9005

[Signatures appear on the next page]

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 4th day of February, **20** 22 .

C Kirk
Witness
Chrissie Kirk
Printed Name

Witness

Printed Name

PRINCIPAL:

Avatar Properties, Inc.
Name of Corporation

By:

Richard Rosello
Printed Name ~~Richard Rosetto~~
Title: Vice President
(SEAL)

Diane M. Rubright
Witness
Diane M. Rubright
Printed Name

Alexa Costello
Witness
Alexa Costello
Printed Name

SURETY:

XL Specialty Insurance Company
Name of Corporation

By: James D Moore

James I. Moore
Printed Name
Title:
(SEAL)

(attach power of attorney)

Power of Attorney
XL Specialty Insurance Company
XL Reinsurance America Inc.

BOND NUMBER US00115863SU22A
LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, , do hereby nominate, constitute, and appoint:

James I. Moore

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, , for the penal sum of no one of which is in any event to exceed $100,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this April 13th, 2018.

XL SPECIALTY INSURANCE COMPANY

by: Gregory Boal, VICE PRESIDENT

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

Attest: Kevin M. Mirsch, ASSISTANT SECRETARY

On this 13th day of April, 2018, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.

Commonwealth of Pennsylvania - Notary Seal
Rebecca C. Shalhoub, Notary Public
Northampton County
My commission expires April 28, 2024
Commission number 1268765
Member, Pennsylvania Association of Notaries

Rebecca C. Shalhoub, NOTARY PUBLIC

SB0042

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL SPECIALTY INSURANCE COMPANY, a corporation of the State of Delaware, do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Companies, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this 4th day of February, 2022.

XL SPECIALTY INSURANCE COMPANY CORPORATE SEAL DELAWARE

Kevin M. Mirsch, ASSISTANT SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 13th day of April, 2018.

XL REINSURANCE AMERICA INC. CORPORATE SEAL NEW YORK

XL REINSURANCE AMERICA INC.

by: Gregory C Boal

Gregory Boal, VICE PRESIDENT

Attest: Kevin M Mirsch

Kevin M. Mirsch, ASSISTANT SECRETARY

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

On this 13th day of April, 2018, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL REINSURANCE AMERICA INC., described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of

REBECCA C. SHALHOUB COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal
Rebecca C. Shalhoub, Notary Public
Northampton County
My commission expires April 28, 2024
Commission number 1268765
Member, Pennsylvania Association of Notaries

Rebecca C. Shalhoub, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Corporation, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this 4th day of February, 2022.

XL REINSURANCE AMERICA INC. CORPORATE SEAL NEW YORK

Kevin M. Mirsch, ASSISTANT SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date 4/28/2024 12:00:00AM

SB0042

State of Illinois}
} ss.
County of DuPage }

On February 4, 2022, before me, Diane M. Rubright, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I. Moore, known to me to be Attorney-in-Fact of XL Specialty Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires March 23, 2023

Diane M. Rubright

Diane M. Rubright, Notary Public

Commission No. 817036

OFFICIAL SEAL
DIANE M RUBRIGHT
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:03/23/23

Florida's Crossroads of Opportunity

Board of County Commissioners

330 West Church Street
PO Box 9005 • Drawer GM03
Bartow, Florida 33831-9005

PHONE: 863-534-6792
FAX: 863-534-6407
www.polk-county.net

POLK COUNTY

LAND DEVELOPMENT DIVISION

MEMORANDUM

To: Chrissy Irons, Project Coordinator II

From: Michael Osborne**,** Inspector

Project Name: Solivita Phase 5D

Project #: LDRES-2021-32

DATE: 10/11/2023

The Inspector of Record has made a final review of the above-mentioned project. As a result of inspections, test results, and general site observations, I certify that the project is complete and represents reasonable compliance with the intent of the plans designed by the Engineer of Record and approved by the Polk County Land Development Division. The exact field locations and elevations of the storm water, potable water, wastewater, and reclaimed water systems are not guaranteed nor certified by the inspector.

It is the Contractor and Engineer of Record's responsibility to furnish the Polk County Land Development Division with Record Drawings and other final closeout documentation, as required by the Land Development Code and the Utility Standards and Specifications Manual, for final review and approval of the completed project before release of C.O.'s.

Should you have any further questions in the matter, please call (863) 534-6449.

Agenda Item R.19. 11/7/2023

SUBJECT

Approve Community Development Block Grant (CDBG) subrecipient agreement between Polk County and the City of Winter Haven. ($283,599.00 one-time expense).

DESCRIPTION

Approve the CDBG subrecipient agreement between Polk County and The City of Winter Haven. Funds will be used proposes to use CDBG funds to complete the design, and a portion of the construction of the Lake Conine Recreation Element facility. The project site was originally a non-functioning wetland full of overgrowth and muck. Phase I has been completed by completing the restoration of the wetland marsh system to improve the overall water quality in Lake Conine. This restoration has also provided a high-quality habitat for different species. The City of Winter Haven plans to use CDBG funds for but not limited to the design and develop recreational elements at this site to create a park setting to complement the natural resource elements. The surcharging required soil to be added to the site, then it must sit undisturbed for a period of 6months. After this phase is complete, the recreation elements of the project will be designed to include but not limited to three trails, a playground, parking lot, restrooms, fishing pier, kayak launch, picnic facilities, educational elements, landscaping, and site amenities. The elevated trail, overlooks, and pier will allow ample opportunities for park users to observe the wildlife. The Board of County Commissioners approved this by adoption of the Fiscal Year 2023-2024 Action Plan on July 25, 2023.

The City of Winter Haven will used CDBG funds for the above activities in an amount not to exceed $283,599.00.

RECOMMENDATION

Request Board approve and execute this Community Development Block Grant (CDBG) subrecipient agreement 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@polk-county.net
863-534-5209

PUBLIC FACILITIES

SUBRECIPIENT AGREEMENT

BETWEEN

POLK COUNTY

AND

THE CITY OF WINTER HAVEN

FOR

LAKE CONINE RECREATION ELEMENTS

10240	340553093	5882020	M230006	2023-2024
Fund #	**Cost Center #**	**Account #**	**Contract #**	**Funding Year**

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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 2023,** 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 **Lake Conine Recreation Element,** and

WHEREAS, the SUBRECIPIENT has agreed to the above activity in an amount not to exceed **$283,599.00** 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 **$283,599.00** 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**. Reports are due on or no later than the tenth 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, 2023_,** and shall terminate on _**September 30, 2024,** 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.

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 – 200.326.

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, 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, 2023.** 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, 2023**.

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. 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.

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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:	SUBRECIPIENT:
Jennifer Cooper, Manager	T. Michael Stavres, City Manager
Housing and Neighborhood Development	City of Winter Haven
P.O. 9005, Drawer HS04	451 Third Street, NW
Bartow, FL 33830	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.

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.

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:_____

POLK COUNTY, FLORIDA

_____
George Lindsey, III, Chairman

DATE: _____

SUBRECIPIENT – THE CITY OF WINTER HAVEN

_____
Witness

_____
T. Michael Stavres, City Manager

DATE:_____

DATE: _____

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 _____ day of _____, 2023, by_____ as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public
Print Name _____

My Commission Expires _____

SCOPE OF SERVICES
FOR
CITY OF WINTER HAVEN
(LAKE CONINE RECREATION ELEMENT)
Deadline 9/30/2024

I. The project will be located on the southeast shore of Lake Conine in Winter Haven.

The City of Winter Haven proposes to use CDBG funds to complete the design, and a portion of the construction of the Lake Conine Recreation Element facility. The project site was originally a non-functioning wetland full of overgrowth and muck. Phase I has been completed by completing the restoration of the wetland marsh system to improve the overall water quality in Lake Conine. This restoration have also provide a high-quality habitat for different species.

The City of Winter Haven plans to use CDBG funds for but not limited to the design and develop recreational elements at this site to create a park setting to complement the natural resource elements. The surcharging required soil to be added to the site, then it must sit undisturbed for a period of 6months. After this phase is complete, the recreation elements of the project will be designed to include but not limited to three trails, a playground, parking lot, restrooms, fishing pier, kayak launch, picnic facilities, educational elements, landscaping, and site amenities. The elevated trail, overlooks, and pier will allow ample opportunities for park users to observe the wildlife.

The City of Winter Haven will used CDBG funds for the above activities in an amount not to exceed **$283,599.00.**

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 2023-2024, the CDBG program will allocate **$283,599.00 t**o the City of Winter Haven to develop recreational elements to the Lake Conine area.	**CDBG Municipalities**	Low-Mod income individuals who will have improved access to Lake Conine.	23-24	6000

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
City of Winter Haven
500 3rd Street, NW
Winter Haven, FL 33881

Contact Person:
Name: Andy Palmer
Title: Parks Planning & Strategic Initiatives Manager
Phone: (863) 291-5600
Email: apalmer@mywinterhaven.com

V. RECIPIENT INFORMATION

Address:
Housing and Neighborhood Development
P.O. Box 9005
Drawer HS04
Bartow, FL 33831-9005

Contact Person:
Name: Kelly Carter
Title: Community Development Supervisor
Phone: (863) 534-5243
Email: KellyCarter@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		
Lake Conine Recreation Elements	**$**	**283,599.00**
Total Budget: $283,599.00	**$**	**283,599.00**

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REIMBURSEMENT REQUEST FOR CDBG FUNDS

PROJECT NAME: **LAKE CONINE RECREATION ELEMENTS**

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: $_____

_____ _____
Authorized Signature Date

FOR CDBG USE ONLY

10240	340553093	5882020	M230006	2023-2024
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 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	340553093	5882020	M230006	2023-2024
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, _____ (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 _____ (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

_____
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 ____ day of _____, 2023, by _____ as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public _____
Print Name _____

My Commission Expires _____

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

PROJECT NAME: **THE CITY OF WINTER HAVEN for LAKE CONINE RECREATION ELEMENTS**

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 _____, 2023.

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

APPENDIX E

ESTIMATED TIMELINE (MONTHLY REPORT)

SUBRECIPIENT: **THE CITY OF WINTER HAVEN**

PROJECT: **CITY OF WINTER HAVEN LAKE CONINE RECREATION ELEMENTS**
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	340553093	5882020	M230006	2023-2024
Fund #	**Cost Center #**	**Account #**	**Contract #**	**Funding Year**

REQUIRED PROJECT DOCUMENTATION

(*All documents must be submitted for reimbursement or written explanation for non-applicable documents*)

1. Reimbursement Request Form for CDBG funds (Appendix B Pg 2 & Pg 3)
2. Vendor/Contractor Invoice(s)
3. Canceled Check / Full Credit Card/ Bank Statement reflecting vendor/contractors were paid.
4. Copy of purchasing Policies and Procedures.
5. Copy of Monthly Status Report. (Reporting from 1st thru last day of each month.) Due by the 15th of the following month.
6. Copy of Board approval minutes/agenda
7. Copy of public bid advertisement, letters or procedures for professional services, vendors or general contractors (see note).
8. Copy of Certificate of Insurance and/or bond.
9. Copy of SAMs Report

Design

10. Copy of bid for professional services or request for proposals.
11. Copy of each professional service proposal.
12. Copy of award letter to the qualified professional service provider.
13. Copy of contract between owner and professional services provider.
14. Copy of design drawings and specifications.

Construction

15. Certificate of Completion and/or copy of final permit.
16. Copy of bid tabulation sheet(s).
17. Copy of each contractor's bid proposal
18. Copy of award letter or minutes of bid award meeting.
19. Copy of contract between owner and contractor or vendor.
20. Copy of Notice to Proceed.
21. Copy of pre-bid meeting minutes and/or sign in sheet (if applicable)
22. Copy of pre-construction meeting minutes and/or sign in sheet (if applicable).
23. List of subcontractors (Company's name, address, trade).
24. Statement of Compliance for contractor and each subcontractor.
25. Weekly payroll from contractor and each subcontractor.

Note: i.e. architect, engineering, appraisers, contractors, vendors

Reimbursement requests will not be processed until all applicable documents are submitted.

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?			
Section 2 Review			

	Yes	No	N/A
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?			

Polk County

Board of County Commissioners

Agenda Item R.20. 11/7/2023

SUBJECT

Approve Community Development Block Grant (CDBG) subrecipient agreement between Polk County and The City of Auburndale. ($282,766.68 one-time expense).

DESCRIPTION

Approve the CDBG subrecipient agreement between Polk County and The City of Auburndale. Funds will be used to construct the additional parking for the Community Center/Gym located at 409 & 411 Cleveland Street, Auburndale. The City will use CDBG funds to acquire two adjacent properties that currently have excessive amounts of code enforcement liens. 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. The City of Auburndale will utilize CDBG funds for the purchase and installation of a generator for an existing stormwater lift station located in the right of way at Bridgers Avenue and Clinton Street. The existing lift station is susceptible to experiencing power outages, causing stormwater flooding into the adjacent neighborhood streets and neighborhood residents. The Board of County Commissioners approved this by adoption of the Fiscal Year 2023-2024 Action Plan on July 25, 2023.

The City of Auburndale will use CDBG funds for the above activities in an amount not to exceed $282,766.68 (current allocation FY 23/24 $93,683.00, in addition to $12,813.00 from Town of Dundee allocation FY 23/24 (reimbursement from FY 19/20), and a carryover from FY 22/23 $176,270.68).

RECOMMENDATION

Request Board approve this CDBG subrecipient agreement.

FISCAL IMPACT

Funds are available in the Special Revenue Grant Fund.

CONTACT INFORMATION

Jennifer Cooper, Manager
Housing and Neighborhood Development
jennifercooper@polk-county.net
863-534-5209

PUBLIC FACILITIES

SUBRECIPIENT AGREEMENT

BETWEEN

POLK COUNTY

AND

THE CITY OF AUBURNDALE

FOR

AUBURNDALE STORMWATER GENERATOR/CLEVELAND STREET PARKING LOT PROJECT

10240	340553073	5882020	M230001	2023-2024
Fund #	**Cost Center #**	**Account #**	**Contract #**	**Funding Year**

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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 2023,** 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 **Auburndale Stormwater Generator/Cleveland Street Parking Lot Project,** and

WHEREAS, the SUBRECIPIENT has agreed to the above activity in an amount not to exceed **$282,766.68 (current allocation FY 23/24 $93,683.00, in addition to $12,813.00 from Town of Dundee allocation FY 23/24 (additional reimbursement for FY 19/20), and a carryover from FY 22/23 $176,270.68)** 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 **$282,766.68 (current allocation FY 23/24 $93,683.00, in addition to $12,813.00 from Town of Dundee allocation FY 23/24 (additional reimbursement for FY 19/20), and a carryover from FY 22/23 $176,270.68)** 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**. Reports are due on or no later than the tenth 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, 2023** , and shall terminate on **September 30, 2024,** 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.

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 – 200.326.

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, 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, 2023.** 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, 2023**.

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. 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.

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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 E. 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 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.

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.

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:_____

POLK COUNTY, FLORIDA

_____
George Lindsey, III, Chairman

DATE: _____

SUBRECIPIENT – THE CITY OF AUBURNDALE

_____
Witness

_____
Jeffrey E. Tillman, City Manager

DATE:_____

DATE: _____

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 _____ day of _____, 2023, by_____ as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public
Print Name _____

My Commission Expires _____

SCOPE OF SERVICES
FOR
CITY OF AUBURNDALE
(Auburndale Stormwater Generator/Cleveland Street Parking Lot Project)
Deadline 9/30/2024

I. The project will be in the CDBG target area within the City of Auburndale.

To construct the additional parking for the Community Center/Gym located at 409 & 411 Cleveland Street, Auburndale. The City will use CDBG funds to acquire two adjacent properties that currently have excessive amounts of code enforcement liens. 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.

The City of Auburndale will utilize CDBG funds for the purchase and installation of a generator for an existing stormwater lift station located in the right of way at Bridgers Avenue and Clinton Street. The existing lift station is susceptible to experiencing power outages, causing stormwater flooding into the adjacent neighborhood streets and neighborhood residents.

The City of Auburndale will used CDBG funds for the above activities in an amount not to exceed **$282,766.68 (current allocation FY 23/24 $93,683.00, in addition to $12,813.00 from Town of Dundee allocation FY 23/24 (additional reimbursement for FY 19/20), and a carryover from FY 22/23 $176,270.68).**

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 2023-2024, the CDBG program will allocate **$282,766.68 (current allocation FY 23/24 $93,683.00, in addition to $12,813.00 from Town of Dundee allocation FY 23/24 (additional reimbursement for FY 19/20), and a carryover from FY 22/23 $176,270.68)** to the City of Auburndale. The City will use CDBG funds for the purchase and installation of a generator and lot acquisition which includes the demotion of structures and constructing an overflow asphalt parking lot.	**CDBG Municipalities**	Very-Low, Mod-Low clients with assistance through financial classes, finding sustainable employment, housing, or basic needs.	23-24	11,000

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. 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:
City of Auburndale
P.O. Box 186
Auburndale, FL 33823

Contact Person:
Name: Amy Palmer
Title: Assistant City Manager
Phone: ((863) 965-5530
Email: APalmer@auburndalefl.com

V. RECIPIENT INFORMATION

Address:
Housing and Neighborhood Development
P.O. Box 9005
Drawer HS04
Bartow, FL 33831-9005

Contact Person:
Name: Kelly Carter
Title: Community Development Supervisor
Phone: (863) 534-5243
Email: KellyCarter@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		
Parking Lot Acquisition & Improvements/Generator Project	$	$282,766.68
Total Budget: $282,766.68 (current allocation FY 23/24 $93,683.00, in addition to $12,813.00 from Town of Dundee allocation FY 23/24 (additional reimbursement for FY 19/20), and a carryover from FY 22/23 $176,270.68)	$	$282,766.68

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REIMBURSEMENT REQUEST FOR CDBG FUNDS

PROJECT NAME: **AUBURNDALE STORMWATER GENERATOR/CLEVELAND STREET PARKING LOT PROJECT**

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: $_____

_____ _____

Authorized Signature Date

FOR CDBG USE ONLY

10240	340553073	5882020	M230001	2023-2024
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.

_____/_____
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	M230001	2023-2024
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, _____ (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 _____ (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

_____
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 ____ day of _____, 2023, by _____ as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public _____
Print Name _____

My Commission Expires _____

APPENDIX D

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: **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 _____ day of _____, 2023.

ATTEST:

By: _____

PRINTED NAME: _____

Its: _____

CONTRACTOR:

By: _____

PRINTED NAME: _____

Its: _____

APPENDIX E

ESTIMATED TIMELINE (MONTHLY REPORT)

SUBRECIPIENT: **THE CITY OF AUBURNDALE**

PROJECT: **AUBURNDALE STORMWATER GENERATOR/CLEVELAND STREET PARKING LOT PROJECT**

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	340553073	5882020	M230001	2023-2024
Fund #	**Cost Center #**	**Account #**	**Contract #**	**Funding Year**

REQUIRED PROJECT DOCUMENTATION

(*All documents must be submitted for reimbursement or written explanation for non-applicable documents*)

1. Reimbursement Request Form for CDBG funds (Appendix B Pg 2 & Pg 3)
2. Vendor/Contractor Invoice(s)
3. Canceled Check / Full Credit Card/ Bank Statement reflecting vendor/contractors were paid.
4. Copy of purchasing Policies and Procedures.
5. Copy of Monthly Status Report. (Reporting from 1st thru last day of each month.) Due by the 15th of the following month.
6. Copy of Board approval minutes/agenda
7. Copy of public bid advertisement, letters or procedures for professional services, vendors or general contractors (see note).
8. Copy of Certificate of Insurance and/or bond.
9. Copy of SAMs Report

Design

10. Copy of bid for professional services or request for proposals.
11. Copy of each professional service proposal.
12. Copy of award letter to the qualified professional service provider.
13. Copy of contract between owner and professional services provider.
14. Copy of design drawings and specifications.

Construction

15. Certificate of Completion and/or copy of final permit.
16. Copy of bid tabulation sheet(s).
17. Copy of each contractor's bid proposal
18. Copy of award letter or minutes of bid award meeting.
19. Copy of contract between owner and contractor or vendor.
20. Copy of Notice to Proceed.
21. Copy of pre-bid meeting minutes and/or sign in sheet (if applicable)
22. Copy of pre-construction meeting minutes and/or sign in sheet (if applicable).
23. List of subcontractors (Company's name, address, trade).
24. Statement of Compliance for contractor and each subcontractor.
25. Weekly payroll from contractor and each subcontractor.

Note: i.e. architect, engineering, appraisers, contractors, vendors

Reimbursement requests will not be processed until all applicable documents are submitted.

SAMPLE MONITORING INSTRUMENT

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			

	Yes	No	N/A
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?			

Polk County

Board of County Commissioners

Agenda Item R.21. 11/7/2023

SUBJECT

Approve Community Development Block Grant (CDBG) subrecipient agreement between Polk County and The City of Bartow. ($216,395.95 one-time expense).

DESCRIPTION

Approve the CDBG subrecipient agreement between Polk County and The City of Bartow. The City of Bartow utilizes the Carver Recreational Center and all amenities to serve several low and moderate income individuals and families in the community and within Polk County. The City Park is commonly used by residents and visitors of all ages and capabilities. The prior restroom which was opened to the public fell into despair and was permanently closed. A new ADA restroom is needed to accommodate residents and be accessible for individuals with disabilities. This project will be an investment to the community and the infrastructure for years to come. CDBG funds will be used for but not limited to the construction of an outdoor ADA restroom at the Carver Recreation Center and a drinking water fountain. The Board of County Commissioners approved this by adoption of the Fiscal Year 2023-2024 Action Plan on July 25, 2023.

The City of Bartow will use CDBG funds for the above activities in an amount not to exceed $216,395.95 (current allocation FY 23/24 $104,632.00, with a carryover from FY 22/23 $109,600.00, and a carryover from FY 21/22 $2,163.95).

RECOMMENDATION

Request Board approve Amendment 4 to the City of Bartow Subrecipient Agreement.

FISCAL IMPACT

Funds are budgeted in the Special Revenue Grant Fund.

CONTACT INFORMATION

Jennifer Cooper, Manager
Housing and Neighborhood Development
jennifercooper@polk-county.net
863-534-5209

PUBLIC FACILITIES

SUBRECIPIENT AGREEMENT

BETWEEN

POLK COUNTY

AND

THE CITY OF BARTOW

FOR

OUTDOOR ADA RESTROOM AT CARVER RECREATION CENTER

10240	340553083	5882020	M230002	2023-2024
Fund #	**Cost Center #**	**Account #**	**Contract #**	**Funding Year**

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SUBRECIPIENT AGREEMENT

BETWEEN POLK COUNTY AND THE CITY OF BARTOW

This agreement is made and entered on this **1st** day of **October 2023,** by and between Polk County, a Political Subdivision of the State of Florida, hereafter referred to as the "COUNTY", and **The City of Bartow**, 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 **Outdoor ADA Restroom at Carver Recreation Center project,** and

WHEREAS, the SUBRECIPIENT has agreed to the above activity in an amount not to exceed **$216,395.95 (current allocation FY 23/24 $104,632.00, with a carryover from FY 22/23 $109,600.00, and a carryover from FY 21/22 $2,163.95)** 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 **$216,395.95 (current allocation FY 23/24 $104,632.00, with a carryover from FY 22/23 $109,600.00, and a carryover from FY 21/22 $2,163.95)** 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**. Reports are due on or no later than the tenth 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, 2023 ,** and shall terminate on **September 30, 2024,** 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.

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 – 200.326.

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, 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, 2023.** 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, 2023**.

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. 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.

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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:
Michael Herr, City Manager
City of Bartow
450 N Wilson Avenue
Bartow, FL 33830

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.

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.

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

POLK COUNTY, FLORIDA

_____
Clerk

_____
George Lindsey, III, Chairman

DATE:_____

DATE: _____

SUBRECIPIENT – THE CITY OF BARTOW

_____
Witness

_____
Michael Herr, City Manager

DATE:_____

DATE: _____

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 _____ day of _____, 2023, by_____ as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public
Print Name _____

My Commission Expires _____

SCOPE OF SERVICES
FOR
CITY OF BARTOW
(Outdoor ADA Restroom at Carver Recreation Center Project)
Deadline 9/30/2024

I. The project will be located at 520 S. Idlewood Avenue, Bartow, FL 33830.

The City of Bartow utilizes the Carver Recreational Center and all amenities to serve several low and moderate income individuals and families in the community and within Polk County. The City Park is commonly used by residents and visitors of all ages and capabilities. The prior restroom which was opened to the public fell into despair and was permanently closed. A new ADA restroom is needed to accommodate residents and be accessible for individuals with disabilities. This project will be an investment to the community and the infrastructure for years to come.

CDBG funds will be used for but not limited to the construction of an outdoor ADA restroom at the Carver Recreation Center and a drinking water fountain.

The City of Bartow will used CDBG funds for the above activities in an amount not to exceed **$216,395.95 (current allocation FY 23/24 $104,632.00, with a carryover from FY 22/23 $109,600.00, and a carryover from FY 21/22 $2,163.95).**

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 2023-2024, the CDBG program will allocate **$216,395.95 (current allocation FY 23/24 $104,632.00, with a carryover from FY 22/23 $109,600.00, and a carryover from FY 21/22 $2,163.95)** to the City of Bartow. The City will use CDBG funds for the construction of an ADA restroom and a drinking water fountain.	**CDBG Municipalities**	Very-Low, Mod-Low clients with assistance through financial classes, finding sustainable employment, housing, or basic needs.	23-24	4515

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:
City of Bartow
450 N. Wilson Avenue
Bartow, FL 33830

Contact Person:
Name: Jason Hargrove
Title: Bartow Parks, Recreation & Cultural Arts Manager
Phone: ((863) 534-0100
Email: jhargrove@cityofbartow.net

V. RECIPIENT INFORMATION

Address:
Housing and Neighborhood Development
P.O. Box 9005
Drawer HS04
Bartow, FL 33831-9005

Contact Person:
Name: Kelly Carter
Title: Community Development Supervisor
Phone: (863) 534-5243
Email: KellyCarter@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		
Outdoor ADA restroom and drinking water fountain	**$**	**$216,395.95**
Total Budget: $216,395.95 (current allocation FY 23/24 $104,632.00, with a carryover from FY 22/23 $109,600.00, and a carryover from FY 21/22 $2,163.95)	**$**	**$216,395.95**

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

REIMBURSEMENT REQUEST FOR CDBG FUNDS

PROJECT NAME: **OUTDOOR ADA BATHROOM AT CARVER RECREATION CENTER PROJECT**

SUBRECIPIENT: **THE CITY OF BARTOW**

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	340553083	5882020	M230002	2023-2024
Fund #	**Cost Center #**	**Account #**	**Contract #**	**Funding Year**

VENDOR / INVOICE FORM

To: **Polk County Housing and Neighborhood Development**

From: **The City of Bartow**

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	340553083	5882020	M230002	2023-2024
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, _____ (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 _____ (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

_____
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 ____ day of _____, 2023, by _____ as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public _____
Print Name _____

My Commission Expires _____

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

PROJECT NAME: **THE CITY OF BARTOW for OUTDOOR ADA RESTROOM AT CARVER RECREATION CENTER**

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 _____, 202__.

ATTEST:	**SUBRECIPIENT:**
By: _____	By: _____
PRINTED NAME: _____	PRINTED NAME: _____
Title: _____	Title: _____

APPENDIX E

ESTIMATED TIMELINE (MONTHLY REPORT)

SUBRECIPIENT: **THE CITY OF BARTOW**

PROJECT: **OUTDOOR ADA RESTROOM AT THE CARVER RECREATION CENTER PROJECT**

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:

_____
_____
_____

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10240	340553083	5882020	M230002	2023-2024
Fund #	**Cost Center #**	**Account #**	**Contract #**	**Funding Year**

REQUIRED PROJECT DOCUMENTATION

(*All documents must be submitted for reimbursement or written explanation for non-applicable documents*)

1. Reimbursement Request Form for CDBG funds (Appendix B Pg 2 & Pg 3)
2. Vendor/Contractor Invoice(s)
3. Canceled Check / Full Credit Card/ Bank Statement reflecting vendor/contractors were paid.
4. Copy of purchasing Policies and Procedures.
5. Copy of Monthly Status Report. (Reporting from 1st thru last day of each month.) Due by the 15th of the following month.
6. Copy of Board approval minutes/agenda
7. Copy of public bid advertisement, letters or procedures for professional services, vendors or general contractors (see note).
8. Copy of Certificate of Insurance and/or bond.
9. Copy of SAMs Report

Design

10. Copy of bid for professional services or request for proposals.
11. Copy of each professional service proposal.
12. Copy of award letter to the qualified professional service provider.
13. Copy of contract between owner and professional services provider.
14. Copy of design drawings and specifications.

Construction

15. Certificate of Completion and/or copy of final permit.
16. Copy of bid tabulation sheet(s).
17. Copy of each contractor's bid proposal
18. Copy of award letter or minutes of bid award meeting.
19. Copy of contract between owner and contractor or vendor.
20. Copy of Notice to Proceed.
21. Copy of pre-bid meeting minutes and/or sign in sheet (if applicable)
22. Copy of pre-construction meeting minutes and/or sign in sheet (if applicable).
23. List of subcontractors (Company's name, address, trade).
24. Statement of Compliance for contractor and each subcontractor.
25. Weekly payroll from contractor and each subcontractor.

Note: i.e. architect, engineering, appraisers, contractors, vendors

Reimbursement requests will not be processed until all applicable documents are submitted.

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: The City of Bartow

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 goas or scope of services as indicated in the Agreement?			
Did the activity funding sources change?			

Agenda Item R.22. 11/7/2023

SUBJECT

Approve Community Development Block Grant (CDBG) subrecipient agreement between Polk County and Gospel, Inc. ($200,000 one-time expense).

DESCRIPTION

Approve the CDBG subrecipient agreement between Polk County and Gospel, Inc. for Gospel Village renovations. Gospel Village is central to downtown Lakeland and is within walking distance to other major homeless service providers such as Talbot House Ministries and Lighthouse Ministries. Polk Works and Lakeland Regional Medical Center is also within walking distance from the facility which provides employment opportunities and medical services. The structures on this property are used as emergency shelter units and as transition to permanent housing for those who were homeless and low income. Gospel Inc has approximately 17 units which needs renovating at Gospel Village. CDBG funds will be used for but not limited to replacing wiring, plumbing, flooring, wall repairs, roofing and installing a new bathroom and kitchen. This project was approved by the Board of County Commissioners by adoption of the Fiscal Year 2023- 2024 Action Plan on July 25, 2023.

RECOMMENDATION

Request Board approve this CDBG subrecipient agreement.

FISCAL IMPACT

Funds are budgeted in the Special Revenue Grant Fund.

CONTACT INFORMATION

Jennifer Cooper, Manager
Housing and Neighborhood Development
jennifercooper@polk-county.net
863-534-5209

PUBLIC FACILITIES

SUBRECIPIENT AGREEMENT

BETWEEN

POLK COUNTY

AND

GOSPEL, INC.

FOR

GOSPEL VILLAGE RENOVATIONS

10240	340553092	5882020	PFC230002	2023-2024
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SUBRECIPIENT AGREEMENT

BETWEEN POLK COUNTY AND GOSPEL, INC.

This agreement is made and entered on this **1st** day of **October 2023,** by and between Polk County, a Political Subdivision of the State of Florida, hereafter referred to as the "COUNTY", and **Gospel, Inc.**, 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 **Public Facilities Improvement – Gospel Village Renovations,** 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 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**. Reports are due on or no later than the tenth 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, 2023** , and shall terminate on **September 30, 2024,** 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.

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 – 200.326.

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, 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, 2023.** 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, 2023**.

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:
, Executive Director
Gospel, Inc.
P.O. Box 3278
Lakelan, FL 33802-3278

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.

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 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:_____

POLK COUNTY, FLORIDA

_____
George Lindsey, III, Chairman

DATE: _____

SUBRECIPIENT – Gospel, Inc.

_____
Witness

_____
Ray Steadman, Executive Director

DATE:_____

DATE: _____

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 _____ day of _____, 2023, by_____ as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public
Print Name _____

My Commission Expires _____

SCOPE OF SERVICES
FOR
GOSPEL, INC.
(Gospel Village Renovations)
Deadline 9/30/2024

I. This project is located at 1109 East Main Street, Lakeland, FL 33801-5125.

Gospel Village is central to downtown and is in walking distance to other major homeless service providers such as Talbot House Ministries and Lighthouse Ministries. Polk Works and Lakeland Regional Medical Center is also within walking distance from the facility which provides employment opportunities and medical services. The structures on this property are used to as emergency shelter units and as transition to permanent housing for those who were homeless and low income.

Gospel Inc has approximately 17 units which needs renovating at Gospel Village. CDBG funds will be used for but not limited to replacing wiring, plumbing, flooring, wall repairs, roofing and installing a new bathroom and kitchen.

Gospel Inc. 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** – Gospel Village Renovations

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 Number
	In FY 2023-2024, the CDBG Public Facilities program will allocate **$200,000.00** to Gospel, Inc. for the Gospel Village Renovation project.	**CDBG PF**	Renovations made to structures to assist individuals and families who are Homeless and/or of Very-Low income.	23-24	37

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:
Gospel, Inc.
P.O. Box 3278
Lakeland, FL 33802

Contact Person:
Name: Rachel Rose
Title: Office Administrator
Phone: (863) 738-9002
Email: mrsrachelrose@gmail.com

V. RECIPIENT INFORMATION

Address:
Housing and Neighborhood Development
P.O. Box 9005
Drawer HS04
Bartow, FL 33831-9005

Contact Person:
Name: Kelly Carter
Title: Community Development Supervisor
Phone: (863) 534-5243
Email: KellyCarter@polk-county.net

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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		
Gospel Village Renovations	**$**	**200,000.00**
Total Budget:	**$**	**200,000.00**

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REIMBURSEMENT REQUEST FOR CDBG FUNDS

PROJECT NAME: **GOSPEL VILLAGE RENOVATIONS**

SUBRECIPIENT: **GOSPEL, INC.**

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	340553092	5882020	PFC230002	2023-2024
Fund #	**Cost Center #**	**Account #**	**Contract #**	**Funding Year**

VENDOR / INVOICE FORM

To: **Polk County Housing and Neighborhood Development**

From: **Gospel, Inc. – 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	340553092	5882020	PFC230002	2023-2024
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, _____ (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 _____ (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

_____
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 ____ day of _____, 2023, by _____ as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public _____
Print Name _____

My Commission Expires _____

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: **GOSPEL, INC. for GOSPEL VILLAGE RENOVATIONS**

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 _____, 2023.

ATTEST:

By: _____

PRINTED NAME: _____

Its: _____

CONTRACTOR:

By: _____

PRINTED NAME: _____

Its: _____

ESTIMATED TIMELINE (MONTHLY REPORT)

SUBRECIPIENT: **GOSPEL, INC.**

PROJECT: **GOSPEL VILLAGE RENOVATIONS – 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	340553092	5882020	PFC230002	2023-2024
Fund #	**Cost Center #**	**Account #**	**Contract #**	**Funding Year**

REQUIRED PROJECT DOCUMENTATION

(*All documents must be submitted for reimbursement or written explanation for non-applicable documents*)

1. Reimbursement Request Form for CDBG funds (Appendix B Pg 2 & Pg 3)
2. Vendor/Contractor Invoice(s)
3. Canceled Check / Full Credit Card/ Bank Statement reflecting vendor/contractors were paid.
4. Copy of procurement procedures or policies.
5. Copy of Monthly Status Report. (Reporting from 1st thru last day of each month.) Due by the 15th of the following month.
6. Copy of Board approval minutes/agenda
7. Copy of public bid advertisement, letters or procedures for professional services, vendors or general contractors (see note).
8. Copy of Certificate of Insurance and/or bond.
9. E-Verify Certification
10. FFATA Affidavit
11. Copy of SAMs Report

Design

12. Copy of bid for professional services or request for proposals.
13. Copy of each professional service proposal.
14. Copy of award letter to the qualified professional service provider.
15. Copy of contract between owner and professional services provider.
16. Copy of design drawings and specifications.

Construction

17. Certificate of Completion and/or copy of final permit.
18. Copy of bid tabulation sheet(s).
19. Copy of each contractor's bid proposal
20. Copy of award letter or minutes of bid award meeting.
21. Copy of contract between owner and contractor or vendor.
22. Copy of Notice to Proceed.
23. Copy of pre-bid meeting minutes and/or sign in sheet (if applicable)
24. Copy of pre-construction meeting minutes and/or sign in sheet (if applicable).
25. List of subcontractors (Company's name, address, trade).
26. Statement of Compliance for contractor and each subcontractor.
27. Weekly payroll from contractor and each subcontractor.

Note: i.e. architect, engineering, appraisers, contractors, vendors

Reimbursement requests will not be processed until all applicable documents are submitted.

SAMPLE MONITORING INSTRUMENT

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: Gospel, Inc.

Project: Housing and Neighborhood Development Services for the CDBG Public Facilities 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			

	Yes	No	N/A
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?			

Polk County

Board of County Commissioners

Agenda Item R.23. 11/7/2023

SUBJECT

Approve Community Development Block Grant (CDBG) subrecipient agreement between Polk County and HELP of Fort Meade, Inc. ($200,000 one-time expense).

DESCRIPTION

Approve the CDBG subrecipient agreement between Polk County and HELP of Fort Meade, Inc., for the Building of Self-Sufficiency Project. HELP of Fort Meade will use CDBG Public Facilities funds to acquire a parcel of vacant land through their Building Self-Sufficiency project to assist those individuals who are homeless and those of a very-low or low-moderate income household. This property is located close to the downtown area of Fort Meade. Funds will also be used to acquire permits or associated fees for plans/drawings; possible engineer costs; and all other miscellaneous expenses. This lot will be used to build an approximate 70x120x12 steel building, which will furnish offices for staff performing case management services, food pantry for food bags giveaways, and thrift store. This new building will also include ADA accessible components to accommodate any disabled individuals. This project was approved by the Board of County Commissioners by adoption of the Fiscal Year 2023- 2024 Action Plan on July 25, 2023.

RECOMMENDATION

Request Board approve this CDBG subrecipient agreement.

FISCAL IMPACT

Funds are budgeted in the Special Revenue Grant Fund.

CONTACT INFORMATION

Jennifer Cooper, Manager
Housing and Neighborhood Development
jennifercooper@polk-county.net
863-534-5209

PUBLIC FACILITIES

SUBRECIPIENT AGREEMENT

BETWEEN

POLK COUNTY

AND

HELP OF FORT MEADE

FOR

BUILDING FOR SELF SUFFICIENCY

10240	340553125	5882020	PFC230001	2023-2024
Fund #	**Cost Center #**	**Account #**	**Contract #**	**Funding Year**

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SUBRECIPIENT AGREEMENT

BETWEEN POLK COUNTY AND HELP OF FORT MEADE, INC.

This agreement is made and entered on this **1st** day of **October 2023,** by and between Polk County, a Political Subdivision of the State of Florida, hereafter referred to as the "COUNTY", and **HELP of Fort Meade**, 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 **Public Facilities Improvement – Building for Self - Sufficiency,** 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 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**. Reports are due on or no later than the tenth 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, 2023** , and shall terminate on **September 30, 2024,** 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.

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 – 200.326.

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, 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, 2023.** 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, 2023.**

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:
Clinton P. Cornelius, President, Board of Directors
HELP of Fort Meade, Inc.
202 West Broadway
Fort Meade, FL 33841

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.

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 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:_____

POLK COUNTY, FLORIDA

_____
George Lindsey, III, Chairman

DATE: _____

SUBRECIPIENT – HELP of Fort Meade, Inc.

_____
Witness

_____
Clinton P. Cornelius, President, Board of Directors

DATE:_____

DATE: _____

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 _____ day of _____, 2023, by_____ as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public
Print Name _____

My Commission Expires _____

SCOPE OF SERVICES
FOR
HELP OF FORT MEADE
(Building for Self-Sufficiency)
Deadline 9/30/2024

I.

This project is located at 5 5th Street, NE, Fort Meade, FL 33841.

HELP of Fort Meade, Inc. was originally formed by the local ministerial association in order to provide more comprehensive and coordinated services to those in need than any one church could provide. HELP of Fort Meade will use CDBG Public Facilities funds to acquire a parcel of vacant land through their Building Self-Sufficiency project to assist those individuals who are homeless and those of a very-low or low-moderate income household. This property is located close to the downtown area of Fort Meade.

CDBG funds will be used for but not limited to the purchase of a large lot, parcel ID #25-31-27-454500-015020, with a legal description; MITCHELL & FRENCH ADD DB L PG 302 BLK P LOT 2 LESS HWY & LESS ADD R/W FOR SR 35 (U S 17) which will become HELP of Fort Meade's new home. Funds will also be used to acquire permits or associated fees for plans/drawings; possible engineer costs; and all other miscellaneous expenses. This lot will be used to build an approximate 70x120x12 steel building, which will furnish offices for staff performing case management services, food pantry for food bags giveaways, and thrift store. This new building will also include ADA accessible components to accommodate any disabled individuals.

HELP of Fort Meade 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** – Land 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**

Outcome/Objective Specific Annual Objectives		Sources of Funds	Performance Indicators	Year	Expected Number
	In FY 2023-2024, the CDBG Public Facilities program will allocate **$200,000.00** to HELP of Fort Meade, Inc. for their Building Self – Sufficiency land acquisition.	**CDBG PF**	Property will be acquired to assist individuals and families who are Homeless, Very-Low, Mod-Low.	23-24	2,000

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. 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:
HELP of Fort Meade, Inc.
202 West Broadway
Fort Meade, FL 33841

Contact Person:
Name: Clinton P. Cornelius
Title: Board President
Phone: (863) 285-6660
Email: helpcares@embarqmail.com

V. RECIPIENT INFORMATION

Address:
Housing and Neighborhood Development
P.O. Box 9005
Drawer HS04
Bartow, FL 33831-9005

Contact Person:
Name: Kelly Carter
Title: Community Development Supervisor
Phone: (863) 534-5243
Email: KellyCarter@polk-county.net

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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**

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REIMBURSEMENT REQUEST FOR CDBG FUNDS

PROJECT NAME: **BUILDING FOR SELF - SUFFICIENCY**

SUBRECIPIENT: **HELP OF FORT MEADE, INC.**

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	340553125	5882020	PFC230001	2023-2024
Fund #	**Cost Center #**	**Account #**	**Contract #**	**Funding Year**

VENDOR / INVOICE FORM

To: **Polk County Housing and Neighborhood Development**

From: **HELP of Fort Meade, Inc. – 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	340553125	5882020	PFC230001	2023-2024
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, _____ (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 _____ (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

_____
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 ____ day of _____, 2023, by _____ as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public _____
Print Name _____

My Commission Expires _____

APPENDIX D

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: **HELP of Fort Meade for Building for Self Sufficiency**

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 _____, 2023.

ATTEST:

By: _____

PRINTED NAME: _____

Its: _____

CONTRACTOR:

By: _____

PRINTED NAME: _____

Its: _____

ESTIMATED TIMELINE (MONTHLY REPORT)

SUBRECIPIENT: **HELP OF FORT MEADE, INC.**

PROJECT: **BUILDING FOR SELF - SUFFICIENCY – 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	340553125	5882020	PFC230001	2023-2024
Fund #	**Cost Center #**	**Account #**	**Contract #**	**Funding Year**

REQUIRED PROJECT DOCUMENTATION

(*All documents must be submitted for reimbursement or written explanation for non-applicable documents*)

1. Reimbursement Request Form for CDBG funds (Appendix B Pg 2 & Pg 3)
2. Vendor/Contractor Invoice(s)
3. Canceled Check / Full Credit Card/ Bank Statement reflecting vendor/contractors were paid.
4. Copy of procurement procedures or policies.
5. Copy of Monthly Status Report. (Reporting from 1st thru last day of each month.) Due by the 15th of the following month.
6. Copy of Board approval minutes/agenda
7. Copy of public bid advertisement, letters or procedures for professional services, vendors or general contractors (see note).
8. Copy of Certificate of Insurance and/or bond.
9. E-Verify Certification
10. FFATA Affidavit
11. Copy of SAMs Report

Design

12. Copy of bid for professional services or request for proposals.
13. Copy of each professional service proposal.
14. Copy of award letter to the qualified professional service provider.
15. Copy of contract between owner and professional services provider.
16. Copy of design drawings and specifications.

Construction

17. Certificate of Completion and/or copy of final permit.
18. Fully Executed Real Property Purchase and Sale Agreement
19. Fully Executed Closing Documents
20. Copy of bid tabulation sheet(s).
21. Copy of each contractor's bid proposal
22. Copy of award letter or minutes of bid award meeting.
23. Copy of contract between owner and contractor or vendor.
24. Copy of Notice to Proceed.
25. Copy of pre-bid meeting minutes and/or sign in sheet (if applicable)
26. Copy of pre-construction meeting minutes and/or sign in sheet (if applicable).
27. List of subcontractors (Company's name, address, trade).
28. Statement of Compliance for contractor and each subcontractor.
29. Weekly payroll from contractor and each subcontractor.

Note: i.e. architect, engineering, appraisers, contractors, vendors

Reimbursement requests will not be processed until all applicable documents are submitted.

SAMPLE MONITORING INSTRUMENT

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: **HELP of Fort Meade, Inc.**

Project: **Housing and Neighborhood Development Services for the CDBG Public Facilities 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			

	Yes	No	N/A
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?			

Agenda Item R.24. 11/7/2023

SUBJECT

Approve modification of State Housing Initiatives Partnership (SHIP) Rehabilitation program Homeowner Assistance Agreement and Grant Agreement for the property located in Haines City, FL. for Case# RC22-SHIP-003. ($2,026.00 one-time expense).

DESCRIPTION

Case RC22-SHIP-003 was approved for rehabilitation on February 21, 2023, with a mortgage of $166,500.00 and a grant agreement of $7,935.20, for a total project cost of $174,435.20. During the reconstruction it was determined a tree had to be removed for overhead power and the existing well needed to be repaired. The cost of the additional repairs will be $2,000.00 and the additional recording costs will be $26.00. This increases the mortgage to $168,500.00 and the grant agreement to $7,961.20, for a total project cost of $176,461.20.

RECOMMENDATION

Request approval of this SHIP modification rehabilitation program agreement.

FISCAL IMPACT

Funds are available in the Affordable Housing Trust Fund.

CONTACT INFORMATION

Cedric H. Cox, Sr. COS
Housing Administrative Supervisor
cedriccox@polk-county.net
863-534-5241

SHIP
Estimated Project Costs
Reconstruction
15381.340554028.5334420

Homeowner: Nielda L. Dotson
13727 Hatchineha Road
Haines City, FL 33844

CASE No. RC22-SHIP-003

Bid Amount	$	166,500.00			$	166,500.00
HO Contribution						
Modification No. 1			$	2,000.00	$	2,000.00
Deferred Mortgage						
	$	166,500.00	$	168,500.00	$	168,500.00

Soft Costs (HOME GRANT)

Service Delivery		$2,680.20				
Appraisal		$400.00				
Blue Prints		$665.00				
Septic Tank Permits						
Septic Tank Pumpout						
Temp. Relocation		$3,550.00				
Title Search	n/a					
Mtg Doc Fees	$	583.00	$	7.00		
Recording Fees	$	44.00	$	19.00		
NOC	$	13.00				
	$	7,935.20	$	26.00	$	7,961.20
Total						
					$	176,461.20

TOTAL PROJECT COSTS

****

Polk Deferred Mortgage & Security Agreement	$	166,500.00
Modification No. 1	$	2,000.00
HO Contribution		
Grant Agreement	$	7,961.20
TOTAL	$	176,461.20

Housing and Neighborhood Development
Housing Development Section
Drawer HS04, Post Office Box 9005
Bartow, Florida 33831-9005

MODIFICATION OF STATE HOUSING INITIATIVES PROGRAM (SHIP)
HOUSING REHABILITATOIN/RECONSTRUCTION
DEFERRED MORTGAGE and SECURITY AGREEMENT

This Modification of HOME Housing Rehabilitation/Reconstruction Deferred Mortgage and Security Agreement ("Modification") made this ____day of _____, 2023 between Nielda L. Dotson, single ("Owner") and Polk County ("County") amends that certain Mortgage and Security Agreement ("Mortgage"), recorded in Book 12624 Pages 2123 through 2126 in the Official Records of Polk County, Florida and covering the real property ("Property") specifically described as follows:

Beginning at a point on the Southeasterly right-of-way line of Hatchineha road 375.81 feet North and 418.28 feet East of the Southeast corner of the SW ¼ Section 19, Township 28 South, Range 29 East, run thence North 50 degrees 45'00" East along said right-of-way line a distance of 110.0 feet, thence South 39 degree 15'00" East a distance of 85.0 feet, thence South 50 degree 45'00" West a distance of 110.0 feet, thence North 39 degree 15'00" West a distance of 85.0 feet to the Point of Beginning, subject to a 10 foot drainage easement along the Southwesterly boundary and subject to an easement for canal right-of-way purposes over and across the Southern 34 feet of the property,

WHEREAS, the County agrees to increase the credit line, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and agreements exchanged, the parties hereto agree to modify the Mortgage as follows:

The Modification increases the Mortgage by $2,000.00 for a total amount of $168,500.00.

The SHIP Rehabilitation/Reconstruction Deferred Mortgage and Security Agreement Mortgage Note ("Note") and SHIP Rehabilitation/Reconstruction Loan Agreement are hereby amended to provide for an increase in the credit limit in the amount of $2.000.00.

Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding and enforceable in accordance with their respective terms.

Nothing in this Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Note or other credit agreement secured by the Mortgage. It is the intention of the County to retain as liable all parties to the Mortgage and all parties to the Modification, unless a party is expressly released by the County in writing

If it is determined that any other person or entity other than the County shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the

terms thereof as modified hereby in accordance with their original terms, and the County shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of the County over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

The parties acknowledge having read all the provisions of this Modification and agree to its terms.

ATTEST:

_____
Witness

_____
Witness

OWNER:

_____
Nielda L. Dotson

N/A
Homeowner Name

ATTEST:
CLERK OF COURT
STACY M. BUTTERFIELD

By:_____
Deputy Clerk

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

By:_____
George Lindsey III, Chair Date
Board of County Commissioners

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____day of _____, 20__, by Nielda L. Dotson, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public
Print Name _____

My Commission Expires _____

Housing & Neighborhood Development Division
Housing Development Section
P.O. Box 9005, Drawer HS04
Bartow, FL 33831-9005

SHIP PROGRAM
REHABILITATION/REPLACEMENT GRANT AGREEMENT
MODIFICATION

This Modification to the State Housing Initiatives Partnership (SHIP) Rehabilitation/Replacement Grant Agreement ("Grant Agreement") dated **Mary 14, 2023 and between Polk County, a political subdivision of the State of Florida ("COUNTY")**, and Nielda L. Dotson, ("OWNER") (each a "Party" and collectively "Parties"), is entered as of this ___ day of _____, 2023.

WHEREAS, the Parties wish to increase the original grant agreement to cover cost of revised plans to include engineers seal.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and agreements herein, the parties hereto agree as follows:

1. Section 1 is hereby amended to read as follows:

   The OWNER(S) agree(s) to accept an increase of Twenty-Six Dollars and No/100 ($26.00) to the original grant agreement to be used for construction soft costs and temporary relocation benefits. This reduction is a result of modifications made to the original estimated recording costs.

2. This Amendment 1 is hereby made a part of the Grant Agreement. All provisions of the Grant Agreement not in conflict with this amendment are still in effect.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers.

ATTEST:

_____
Witness

_____
Witness

OWNER(s):

_____
Nielda L. Dotson

N/A
_____
Homeowner

Attest:
Stacy M. Butterfield, Clerk

BY: _____
Deputy Clerk

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

_____
George Lindsey III, Chair Date
Board of County Commissioners

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of Nielda L. Dotson, 20__, by _, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public
Print Name _____
My Commission Expires _____

Housing and Neighborhood Development
Housing Development Section
Drawer HS04 Post Office Box 9005
Bartow, Florida 33831-9005

MODIFICATION OF STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM HOUSING REHABILITATION/RECONSTRUCTION HOMEOWNER ASSISTANCE AGREEMENT

This Modification of the SHIP Housing Rehabilitation/Reconstruction Homeowner Assistance Agreement ("Modification") made this ____ day of _____202_ between **Nielda L. Dotson**("Owner") and Polk County, a political subdivision of the State of Florida ("County"), hereby amends that certain Homeowner Assistance Agreement ("Agreement"), dated March 14, 2023, by and between the parties hereto.

WHEREAS, pursuant to the Agreement, the County agreed to provide SHIP funds to the Owners in the principal amount of $166,500.00 as a non-amortizing, zero percent (0%) interest rate Deferred Payment Loan ("DPL") for the purposes of Rehabilitation of an owner-occupied home.

WHEREAS the County now agrees to increase the amount of SHIP funds allocated to the Owner in the amount of $2,000.00 for a total DPL of $168,500.00 pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and agreements exchanged herein and other good and valuable consideration, the parties hereto agree to modify the Agreement as follows:

1. The foregoing recitals are true and correct and are incorporated into the body of this Modification by reference.
2. Section 1: Form of Assistance: The body of this Section is deleted in its entirety and the following is inserted in its place:
   SHIP funds shall be used as a non-amortizing, zero percent (0%) interest rate. The Deferred Payment Loan ("DPL") in the principal amount of $168,500.00 to assist with Rehabilitation/ Reconstruction of an owner-occupied home and a grant agreement in the amount of $7,961.20 for construction soft costs.

3. Section 9: Duration of the Agreement: This body of this Section is deleted in its entirety and the following inserted in its place:

   The SHIP funds in the amount of $168,500.00 are provided as a direct SHIP subsidy in the form of a DPL of a 15-year, zero (0%) interest loan. The 15-year affordability period begins one year after the date of completion of the rehabilitation project of the owner-occupied property that is subject to this Agreement. The Agreement will terminate, and the total amount of the DPL loan will be forgiven at the end of the 15th year as long as the home remains the principal residence of the HOMEOWNER and the HOMEOWNER complies with all other terms of this Agreement, the Note and the Mortgage.

4. Except as specifically amended by this Modification, all provisions of the Agreement be and remain in full force and effect.

Housing and Neighborhood Development
Housing Development Section
Drawer HS04 Post Office Box 9005
Bartow, Florida 33831-9005

IN WITNESS WHEREOF, the parties hereto have caused this modification to be executed by the undersigned as duly authorized:

Attest:

Witness

Witness

Attest:
Stacy M. Butterfield, Clerk

BY:

Deputy Clerk

Owner(s):

Nielda L. Dotson

N/A
Homeowner

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

George Lindsey III, Chair Date
Board of County Commissioners

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____day of _____, 20__, by Nielda L. Dotson, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public
Print Name _____
My Commission Expires _____

Polk County

Board of County Commissioners

Agenda Item R.25. 11/7/2023

SUBJECT

Removal of Uncollectible Accounts from the Rohr Home's Active Accounts Receivable (No Fiscal Impact)

DESCRIPTION

Request Board approval to reclassify $47,534.86 of active accounts receivable records as uncollectible. Of this amount, partial reimbursement from Medicare Part A copays may be recovered on the annual Medicare Cost Report as uncollectible bad debt. This amount is estimated to be $10,239.51.

The balance of $37,295.35 (net of anticipated Medicare Part A cost recovery) will be moved to an uncollectible debts database.

RECOMMENDATION

Approve request to remove $47,534.86 from the active accounts receivable, reclassifying it as uncollectible and transferring $37,295.35 to an uncollectible database.

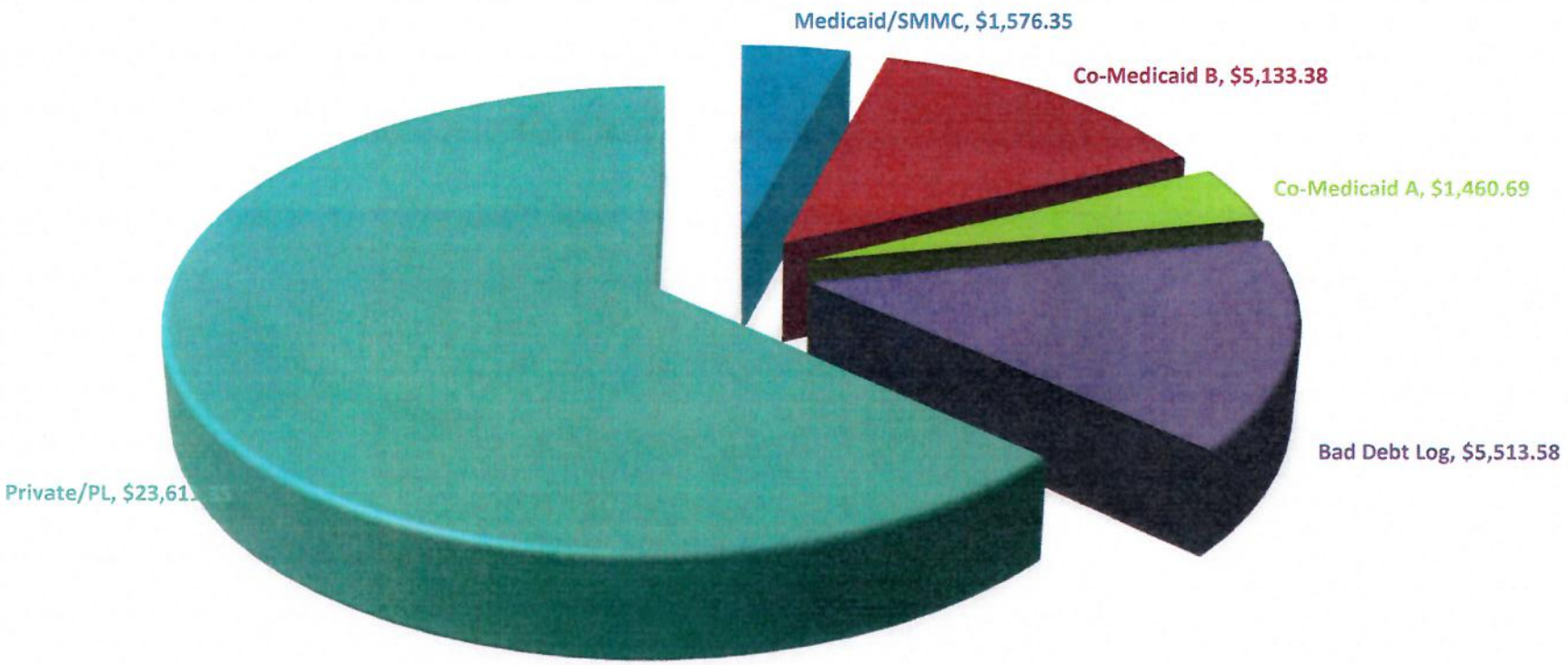
FISCAL IMPACT

The Fiscal Impact will be accounted for by the Allowance for Uncollectible Accounts.

CONTACT INFORMATION

Alice Brown, Director, Aging & Social Services Manager, 534-5385

BAD DEBT BY INTENDED PAYER SOURCE



Total Bad Debt:	$ 47,534.86
Net Bad Debt:	$ 37,295.35

Polk County

Board of County Commissioners

Agenda Item R.26. 11/7/2023

SUBJECT

Approve the Collective Bargaining Agreement between the Polk County Board of County Commissioners (Polk County) and the Federation of Public Employees (Federation), a Division of the National Federation of Public and Private Employees (AFL-CIO)

DESCRIPTION

The proposed change is the result of successful bargaining between Polk County and the Federation for a wage increase of 3.0 percent for all eligible bargaining unit employees. Additionally, all current bargaining unit employees, regardless of their time with the County, will receive a onetime base pay increase of 2.0 percent effective on or around the employee's anniversary date, except in cases stated below

Article XXIII: Rates of Pay

1. Effective the October 16, 2023, pay period and contingent upon receipt of an executed agreement and Board approval, eligible bargaining unit employees will receive a one-time base salary increase of 3%, except in those cases where:

- The 3% pay increase would place the employee above the maximum for their pay grade (Employees at maximum salary of their paygrade will receive a lump sum payment of up to 3%);
- The employee is on Performance Improvement Probation;
- The employee is in a "non-paid" status due to receiving workers' compensation; or
- The employee is on a "non-paid" leave of absence.

2. Effective the October 16, 2023, pay period and contingent upon receipt of an executed agreement and Board approval, eligible bargaining unit employees will receive a two percent (2%) pay increase on the pay period following their anniversary date (employee's initial hire date), except in those cases where:

- The 2% pay increase would place the employee above the maximum for their pay grade (Employees at maximum salary of their pay grade will receive a lump sum payment of up to 2%)
    - o Employees who reach their first full year of service after October 2, 2023 will receive a 2% increase on or about their anniversary date;
- The employee is on Performance Improvement Probation;
- The employee is in a "non-paid" status due to receiving workers' compensation; or
- The employee is on a "non-paid" leave of absence

RECOMMENDATION

Recommend approval of the Federation Collective Bargaining Agreement (CBA) and authorize the

Chair to execute the CBA upon receiving an executed CBA from the Federation in substantially the same form as the CBA attached

FISCAL IMPACT

Funding is available in the Fiscal Year 2023/2024 Budget for the wage increases

CONTACT INFORMATION

Kandis Baker-Buford
Equity and Human Resources Director

AGREEMENT

Between

POLK COUNTY BOARD OF COUNTY COMMISSIONERS

and

FEDERATION OF PUBLIC EMPLOYEES, A DIVISION OF THE NATIONAL FEDERATION OF PUBLIC AND PRIVATE EMPLOYEES (AFL-CIO)

PREAMBLE 4

ARTICLE I RECOGNITION 4

ARTICLE II REPRESENTATIVES OF PARTIES 8

ARTICLE III FEDERATION STEWARDS 9

ARTICLE IV NON DISCRIMINATION 9

ARTICLE V COUNTY'S MANAGEMENT RIGHTS 10

ARTICLE VI PROHIBITION OF STRIKES AND LOCKOUTS 10

ARTICLE VII PRE-EMPLOYMENT PHYSICAL EXAMINATION 11

ARTICLE VIII LABOR MANAGEMENT COMMITTEE 11

ARTICLE IX SAFETY AND HEALTH 12

ARTICLE X PERSONNEL ASSIGNMENTS 12

ARTICLE XI PROBATIONARY PERIODS 13

ARTICLE XII SUBSTANCE ABUSE POLICY 13

ARTICLE XIII HOURS OF WORK AND OVERTIME 14

ARTICLE XIV USE OF AND PROCEDURES FOR REQUESTING ANNUAL LEAVE 17

ARTICLE XV LAYOFF AND RECALL 18

ARTICLE XVI JURY DUTY AND WITNESS FEES 19

ARTICLE XVII TUITION REIMBURSEMENT PROGRAM 20

ARTICLE XVIII JOB VACANCIES AND POSTING 20

ARTICLE XIX DISCIPLINE AND DISCHARGE 20

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AGREEMENT

PREAMBLE

THIS AGREEMENT is entered into as of this day 20th of October 2023 between POLK COUNTY BOARD OF COUNTY COMMISSIONERS, hereinafter referred to as the "County," and FEDERATION OF PUBLIC EMPLOYEES, A DIVISION OF THE NATIONAL FEDERATION OF PUBLIC AND PRIVATE EMPLOYEES (AFL-CIO), hereinafter referred to as the "Federation." It is the intent and purpose of this Agreement to promote harmonious relations between the County and its employees to assure sound and mutually-beneficial working and economic relationships between the parties hereto; to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise; and to set forth herein basic and full agreements between the parties concerning rates of pay, wages, hours of employment, and other terms and conditions of employment. It is understood that the County is engaged in furnishing essential public services which vitally affect the health, safety, comfort, and general well being of the public, and both parties hereto recognize the need for continuous and reliable service to the public.

ARTICLE I
RECOGNITION

Section 1. The County recognizes the Federation as the exclusive bargaining representative in accordance with Chapter 447, Florida Statutes, as amended, in accordance with the Certification number 1269 from the Florida Public Employees Relations Commission dated September 13, 1999, for:

> All regular full-time and part-time blue-collar or operational services employees of the Polk County Board of County Commissioners in the following classifications:
>
> A/C Refrigeration Mechanic
> Carpenter
> Chlorine Repair Technician
> Custodial Lead Worker
> Custodial Worker

Electrician
Electronics Specialist
Environmental Compliance Worker
Environmental Technician I
Environmental Technician II
Environmental Technician III
Finish Grader Operator
Fleet Technician I
Fleet Technician II
Fleet Technician III
Hazardous Waste Technician
Industrial Electrician I
Industrial Electrician II
Industrial Electrician III
Inventory Clerk
Landfill Construction Lead Operator
Landfill Operator
Lead Chlorine Repair Technician
Lead Environmental Technician
Lead Painter
Lift Station Technician
Utilities Line Locator
Utilities Lead Line Locator
Maintenance Mechanic Specialist
Maintenance Technician
Meter Reader/Service Technician
Mosquito Control Worker
Natural Resources Service Worker I
Natural Resources Service Worker II
Natural Resources Service Worker III
Painter
Parks Caretaker I
Parks Caretaker II
Parks Carpenter
Parks Chief Operator
Plumber
Road Construction Worker
Roadway Masonry Worker
Senior Parks Caretaker
Service Worker
Service Worker/Equipment Operator I
Service Worker/Equipment Operator II
Service Worker/Equipment Operator III
Stock/Supply Storekeeper
Survey Technician I
Survey Technician II

Survey Technician III
Trades Helper
Traffic Data Technician
Traffic Control Technician I
Traffic Control Technician II
Traffic Signal Technician I
Traffic Signal Technician II
Utility Instrument Technician
Utilities Mechanic
Utilities Service Technician II
Utility Service Worker I
Utility Service Worker II
Utility Service Worker III
Utilities Storekeeper
Meter Maintenance & CCC Technician I
Meter Maintenance & CCC Technician II
Meter Maintenance & CCC Technician III
Water Plant Operator Level I
Water Plant Operator Level II
Water Plant Operator Level III
Welder
WPC Operator Level I
WPC Operator Level II
WPC Operator Level III

EXCLUDED: All other employees of the Polk County Board of County Commissioners, including office clerical employees, managerial employees, confidential employees, and casual and temporary employees.

Section 2. Whenever the County seeks to establish a new job classification or modify an existing job classification and/or pay range for positions which are included, or believed by the County to be included, in the bargaining unit, the County shall:

1. Notify the Federation prior to implementation.

2. Meet and discuss with the Federation the pay range of the new or modified job classification upon request to do so by the Federation. If the Federation does not respond in writing within 15 days from receipt of the County's notification, the County is free to implement the new or modified pay range.

3. If the Federation disagrees with the inclusion of the classification within the bargaining unit, the classification shall not be included in the unit and the parties may refer the issue to PERC.

Section 3. Whenever the County decides to eliminate a job classification

which is included within the bargaining unit, the County shall:

1. Notify the employees within the job classification and the Federation 15 days prior to such elimination; and

2. Meet and discuss with the Federation, upon request, the impact of the decision to eliminate the job classification.

Section 4. From time to time, employees may be hired in the above-listed positions as Trainees because fully-qualified applicants are not available or because a trainee more closely meets the needs of the County. Therefore, it is also understood that employees hired or transferred into the above-listed positions as regular full-time or regular part-time "Trainee" employees will be included under this article. The special conditions and requirements of "Trainee" status are governed by the Employee Handbook, Section 3.01.

Section 5. Terms in this Contract shall be defined as follows:

A. The Federation of Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO), which has been granted the right to represent exclusively the members of the bargaining unit, is synonymous with "the Federation", when referred to herein.

B. "Agreement" - That document which delineates the items and terms which were mutually agreed to as the result of collective bargaining.

C. "The Parties" - Polk County Board of County Commissioners, Florida and the Federation.

D. "PERC" - The Public Employees Relations Commission, a state regulatory agency created under Ch. 447 of the Florida Statutes (F.S.).

E. "PERA" - The Public Employees Relations Act, Ch. 447 (F.S.), governing collective bargaining and the rights of public employees.

F. "Bargaining Unit" - That group of employees determined and approved by PERC to be appropriate for the purpose of collective bargaining between the parties.

G. "Collective Bargaining" - The performance of mutual obligations of the public employer and the bargaining agent of the employee organization to meet at reasonable times, to negotiate in good faith and to execute a written contract with respect to agreements reached concerning wages, hours, terms, and conditions of employment, except that neither side shall be compelled to agree to a proposal or be required to make a concession unless otherwise provided for in PERA.

H. "Probationary Employee" - A newly-hired employee, whether full-time or part-time, who has completed less than 180 calendar days of County employment. The probationary period may be extended for up to an additional 180 calendar days upon the written request of the Department Director and the approval of the Personnel Director. Probationary employees shall be covered by the provisions of this Agreement except that no grievance may be filed on their behalf relating to discipline or discharge from employment.

I. "Regular Employee" - An employee who has satisfactorily completed no less than 180 calendar days of employment and has successfully completed the probationary period, in a position which has no predetermined termination date and calls for the employee to work the basic work period or the normal work week as defined in Article XVII of this Agreement.

J. "Non-Eligible Part-Time Employee" - An employee who has satisfactorily completed no less than 180 calendar days of employment in a position which calls for the employee to work less than the normal work week up to, but not more than 19 hours per week, as well as those employees the County hires on an occasional basis and deems "seasonal." These employees are not covered under this Agreement.

K. "Eligible Part-Time Employee" - An employee who has satisfactorily completed no less than one hundred eighty (180) calendar days of employment in a position which calls for the employee to work less than forty (40) hours per week. These employees are covered under this Agreement.

L. "Temporary or Temporary Part-Time Employee" - Employees who have a predetermined termination date of six months or less, or who perform work on a call-out or per diem basis for an unlimited period of time. These employees are not covered under this Agreement.

ARTICLE II
REPRESENTATIVES OF PARTIES

Section 1. The County agrees that during the term of this Agreement, it will deal only with the authorized representatives of the Federation in matters requiring mutual consent or other official action called for by this Agreement. The Federation agrees to notify the County of the name of such authorized representatives as of the execution of this Agreement and replacement therefore during the term of this Agreement.

Section 2. The Federation likewise agrees that during the term of this Agreement, the Federation and the employees covered hereunder shall deal only with the County Manager or a designated representative(s) in matters requiring mutual consent.

ARTICLE III
FEDERATION STEWARDS

Federation Stewards shall not investigate or otherwise handle grievances or conduct other Union business during working hours without the consent and express knowledge of their immediate supervisor, but such consent shall not be unreasonably withheld. A written list of Federation Stewards, their alternate stewards, and areas of responsibility (23 Stewards) shall be furnished to the County within 30 days of the execution of this agreement. The Federation shall notify the County Equity & Human Resources Division within 14 days of any changes to the list.

Working Time – Times when the employee is supposed to be working. Working time includes the working time of the Federation Steward and any employee with whom the Federation Steward may be communicating. Working time does not include meal breaks, coffee breaks or other break periods subject to having to respond to an emergency at any time.

When a Union Steward is offered and accepts an interim supervisory position they will abstain from all Steward Duties while serving in a supervisory capacity.

ARTICLE IV
NON-DISCRIMINATION

Section 1. The County and the Federation agree not to discriminate against any employee for their legal activity on behalf of the County or the Federation; for their membership or non-membership in any union; or because of age, race, color, national origin, religion, sex, disability, marital status, or Veteran status.

Furthermore, in matters of employee disability, the parties acknowledge that the County may make reasonable accommodations to comply with the requirements of the Americans With Disabilities Act, and such accommodations shall not be considered a violation of this Agreement, provided the County agrees, upon request by the Federation, to discuss the effects of such accommodations on any other bargaining unit employees.

Section 2. The parties agree that the County Equal Opportunity Administrator shall be available to unit employees who allege that they have been discriminated against by reason of race, creed, color, national origin, sex, marital status, age or disability. The Equal Opportunity Administrator shall, pursuant to the County's policies, investigate such allegations and take whatever action is necessary.

ARTICLE V
COUNTY'S MANAGEMENT RIGHTS

Section 1. Except as expressly limited by any provision of this Agreement, the County reserves and retains exclusively all of its normal and inherent rights with respect to the management of its operations, whether exercised or not, including, but not limited to, its rights to determine, and from time to time re-determine, the number, location and type of its various operations, functions and services; the methods, procedures and policies to be employed; to discontinue the conduct of any operation, function or service, in whole or in part; to transfer its operations, functions or services from or to, either in whole or in part, any of its departments or other divisions; to select and direct the working force in accordance with requirements determined by the County; to create, modify, or discontinue jobs; to establish and change working rules and regulations; to create new job classifications; to establish and change work schedules and assignments; to transfer, promote or demote employees; to lay off, furlough, terminate or otherwise relieve employees from work for lack of work, lack of funds, or other legitimate reason; to suspend, demote, discharge or otherwise discipline employees for just cause; to subcontract; and otherwise to take such measures as the County may determine to be necessary to the orderly and efficient operation of its various operations, functions and services.

Section 2. If, in the sole discretion of the County Commission, it is determined that civil emergency conditions exist, including riots, civil disorders, hurricane conditions, public employee strikes or similar catastrophes or disorders, the provisions of this Agreement may be suspended by the County during the time of the declared emergency, provided that wage rates and other direct monetary payments shall not be suspended.

ARTICLE VI
PROHIBITION OF STRIKES AND LOCKOUTS

Section 1. "Strike" means the concerted failure of employees to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work by employees, the concerted submission of resignations by employees; the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with a public employer for the purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment, or participating in a deliberate and concerted course of conduct which adversely affects the services of the public employer; the concerted failure of employees to report for work after the expiration of a collective bargaining agreement; and picketing in furtherance of a work stoppage. The term "strike" shall also mean any overt preparation, including, but not limited to, the establishment of strike funds with regard to the above-listed activities.

Section 2. The Federation agrees that, during the term of this Agreement, it shall not participate in, authorize, condone, excuse, ratify, instigate or support in any manner any strike, as defined in this Article.

Should the Federation or employees covered hereunder breach this Article, the Federation agrees that the County shall have unrestricted recourse to all rights provided by Chapter 447, Florida Statutes, including the right to proceed to the appropriate court and obtain an injunction against such breach; that the County may recover from the Federation, or its successor in interest, such damages as may be incurred, and that the County may take any other action or recourse authorized or available under the law.

Any employee covered by this Agreement who violates any of the provisions of this Article shall be subject to disciplinary action up to and including discharge. The Federation may grieve disciplinary actions taken against any employee only with regard to a question of an employee's participation in any of the above described activities. However, once participation has been established, the County's actions are no longer subject to the grievance and arbitration procedure.

Section 3. The County agrees not to lockout employees, in violation of Florida Statutes § 447, Part II.

ARTICLE VII
PRE-EMPLOYMENT PHYSICAL EXAMINATION

All applicants selected for employment, including those who leave county employment and return, must satisfactorily complete a pre-employment medical screening which is appropriate for the type of work expected to be performed. More information regarding the medical screening, which includes a drug test, is set forth in the Polk County Employee Handbook.

If the test is positive, the applicant may request to have a retest of the original or split sample, for which the applicant will pay 100%. However, if the second or split test results are negative, the County will reimburse the complete cost to the applicant.

ARTICLE VIII
LABOR MANAGEMENT COMMITTEE

All too often, after a contract has been agreed to by both parties, the only formal means of communication between labor and management is the contractual grievance procedure. That line of communications is typically one of adversaries; such a "win-lose" environment is clearly not conducive to solving matters of mutual concern. Because an alternate communications channel does not exist, management, in some cases, is often unaware of the operational problems which could potentially develop into labor relations disputes. The purpose of this committee is to provide a forum in which to deal with such day-to-day problems, in a systematic, constructive fashion, and hopefully resolve these matters that would ultimately land on the bargaining table at contract time.

Meetings shall be held on a quarterly basis, during regular business hours, with the date, time and place mutually agreed to by both parties. Each party shall exchange an agenda one ~~(1)~~ week prior to the meeting. Topics not on the agenda shall not be discussed, without mutual consent of both parties.

Each party shall be limited to four individuals unless otherwise agreed.

ARTICLE IX
SAFETY AND HEALTH

The County and the Federation agree to cooperate to the fullest extent concerning the health and safety of employees and the services provided to the public.

The County shall make reasonable provisions to insure the safety and health of each employee during the hours of their employment. Employees will be required to use all safety clothing and protective devices made available by the County and shall also be required to observe safety rules promulgated for their protection. Each employee shall report any unsafe practice or condition of which they are aware to their supervisor or manager in charge immediately.

An employee may be subject to disciplinary measures for failure to observe safety rules or for failure to utilize provided safety equipment.

There shall be established a joint Labor-Management Safety and Health Committee composed of three representatives of the Federation and three representatives of the County. The Committee shall meet from time to time but no less than quarterly. The function of the Committee is to advise the Risk Management Director concerning safety and health matters and to make recommendations to the Risk Management Director that will improve safety and health conditions affecting employees.

The Federation shall also be allowed one (representative on the County Safety Committee.

ARTICLE X
PERSONNEL ASSIGNMENTS

Personnel assignments are an operational decision. The Division Director or a specified representative may reassign personnel at any time; provided, however such reassignment is for a legitimate business reason and not arbitrary and capricious, nor is it used as a form of harassment of the affected employee(s). When such reassignment is permanent, (non-temporary), the County will give the affected employee 15 calendar days written notice of such change, except in emergencies. Management reserves the right to determine personnel requirements and levels at any given time; to determine which positions will be made available for promotion, voluntary demotion, lateral transfer or work location assignment; and when such positions will be filled as long as such determinations to not violate the specific terms of this Agreement.

ARTICLE XI
PROBATIONARY PERIODS

Section 1. The probationary period for persons employed under this Agreement shall be six months from the date of hire; provided, however, the initial probationary period may be extended an additional six months at the discretion of the Department Manager. Such extension shall be in writing to the employee. During such probationary period, the employee may be discharged without recourse to the grievance and arbitration procedure set forth in Articles XX and XXI.

Section 2. Employees requesting and/or being selected for promotion, lateral transfer, or voluntary demotion may be required to serve a "trial period". The "trial period" is a time of evaluation in which the hiring supervisor reviews the work performance of the individual; provided, however, an employee who requests a voluntary demotion to a position which the employee previously occupied as a non-probationary employee within the County shall not be required to serve a trial period. A person shall serve a "trial period" of six months from the effective date of the action, which may be extended by the County for an additional six months. Such extension shall be in writing to the employee. Upon satisfactory completion of a promotional "trial period," the hiring supervisor shall submit both the "Completion of Trial Period Evaluation" form and a Payroll Action Form (PAF). Should the employee fail to successfully complete a trial period in a promotional or lateral transfer situation, the department director will use his or her best efforts to place the employee back in a job classification from which the employee came, assuming there is a position available. If a position is no longer available, the County will make a good faith effort to find the employee another position for which the employee is qualified. If the County is not successful in placing the employee, the employee shall be subject to demotion or termination.

An employee who is promoted or laterally transferred out of the bargaining unit shall retain the employee's seniority as of the date of the promotion or transfer should the employee be returned to the same job classification within six months from the date of the promotion or transfer.

ARTICLE XII
SUBSTANCE ABUSE POLICY

The parties agree that the County's Drug Free Workplace Program Policy Statement, is applicable to employees in the bargaining unit. Should there be any change in the policy; the County agrees to notify the Federation in writing and to give it an opportunity to bargain about the changes. If the Federation does not request to bargain about the changes within 14-days after being notified, the change will become effective on the 15th day. Changes mandated by the U.S. Department of Transportation are not subject to negotiations.

ARTICLE XIII
HOURS OF WORK AND OVERTIME

Section 1. The normal work week shall begin each Monday at 12:01 A.M. and end the following Sunday at 12:00 midnight.

Section 2. Employees on a five-day-per-week work schedule shall normally work 8 hours per day, excluding the meal period.

Section 3. Employees on a four-day-per-week work schedule shall normally work 10 hours per day, excluding the meal period.

Section 4. This Article shall be construed as read and is not a guarantee of any number of hours per day or per week.

Section 5. Overtime shall be paid for all hours worked over 40 in the work week. The rate for overtime shall be 1 ½ times the employee's regular hourly rate pursuant to the FLSA.

Section 6. Overtime pay shall not be pyramided, compounded, or paid twice for the same hours worked.

Section 7. Because of the nature of the services provided to the public, it is recognized and understood that deviation from employees' normal schedules of work may be necessary and will unavoidably result from several causes, such as, but not limited to, rotation of shifts, vacations, leaves of absence, weekend and holiday work, absenteeism, employee requests, temporary shortness of personnel, and emergencies. No such deviation shall be considered a violation of this Agreement; provided, however, that the County agrees to notify the Federation, in writing, of proposed permanent (non-temporary) changes in regular full-time employee's normal schedule 14 days prior to the proposed change. The Federation may request, within 7days after notice of such change, to meet and discuss with the County the proposed changes prior to the implementation by the County of the change(s).

Where operationally feasible, the County shall make every effort to schedule consecutive days off.

Section 8. If an employee is scheduled to work overtime, the employee is expected to do so and refusal to do so may result in discipline up to and including termination. Reasonable notice shall be given to any employee who is expected to work unscheduled overtime. The County will attempt to make this notice three hours whenever practical.

Section 9. Both the County and the Federation agree to the goal of equalization of overtime. Therefore, it is the intent of the County to distribute overtime

as equally as practical between qualified employees in the same or similar work unit in a given job classification consistent with operational needs. To accomplish this objective, supervisors shall strive to equalize overtime on a continuing basis within a reasonable time, but must have sufficient flexibility to accomplish the work to be performed. Overtime records will be maintained in each work unit of the County and will be made available to any affected employee upon request. Each supervisor shall post overtime records quarterly in the supervisor's work unit by job classification and seniority. The County will use its best efforts to provide adequate training to facilitate overtime equalization. For the purpose of equalization of overtime, any employee who declines to work overtime when the employee is offered shall be considered to have worked the overtime offered on the overtime equalization records only.

Section 10. Both the County and the Federation also agree to the goal of equalization of stand-by duty. Therefore, it is the intent of the County to distribute stand-by as equally as practical between qualified employees in the same or similar work unit in a given job classification consistent with operational needs. To accomplish this objective, supervisors shall strive to equalize stand-by on a continuing basis within a reasonable time, but must have sufficient flexibility to accomplish the work to be performed. Stand-by records will be maintained in each work unit of the County and will be made available to any affected employee upon request. Each supervisor shall post stand-by records quarterly in the supervisor's work unit by job classification and seniority. The County will use its best efforts to provide adequate training to facilitate stand-by equalization. For the purpose of equalization of stand-by, any employee who declines to take stand-by duty when the employee is offered shall be considered to have been on stand-by for the number of shifts offered on the stand-by equalization records only.

Section 11. Emergency overtime shall be defined as work time that cannot be scheduled with "prior day" advance notice and requires the employee to remain on the job beyond their normal work schedule. An employee is paid at the overtime rate for emergency overtime work.

Section 12. Emergency call back is defined as time required of an employee to return to the job after having left the job site upon completing their normally scheduled work day. The first time an employee is called back to work during a stand-by shift because of an emergency, the employee shall be paid a guarantee of a minimum of three hours at the overtime rate even if they do not actually work an entire three hours during their first call out. However, if the employee actually works more than three hours during their first call back in a shift, then they will only be paid at the rate of time and one-half for hours actually worked instead of the minimum guarantee. An employee is only permitted one three hour guarantee per shift. After the initial call-back per shift, any additional times an employee is called back in the same shift, they will only be paid at the rate of time and one-half for hours actually worked; provided that the employee has not already been paid for the initial call back. For example: an employee's shift ends at 5:00 p.m. and the employee leaves work and at 6:00 p.m. the employee is called in to work and works for one half hour until 6:30 p.m. The employee receives three hours

guaranteed pay. However if the employee is called back out to work at 7:00 p.m. and works until 7:30 p.m., the employee does not receive any extra pay since the first three hour guarantee covered all hours between 6:00 p.m. and 9:00 p.m. If however, the employee is called out again at 9:30 p.m. and work until 10:30 p.m., the employee would receive an additional one hour at time and one half. This provision will not affect standby pay under Section 14 of this Article, i.e. the $10.00 per shift or portion thereof.

The call back overtime policy is repeated for each shift the employee is called back to work. If, however, the employee is called back to work and the time extends into the next shift, the employee's time is continued on the same basis as the employee began the most recent call back. The call back overtime policy will then go into effect the next time the employee is called back to work as long as the time called back is within another shift. Employees who are called out and work an excessive number of additional hours and want some recuperative time may be allowed to "flex" their time for the next work schedule. If the employee wants to use vacation or PTO time for those hours they must request to do so, and if they have the time, the supervisor should approve that request. However, the use of vacation or PTO hours should be totally voluntary and at the option of the employee. If the employee wants to use the recuperative hours and does not want to flex the employee's time, nor do they want to use vacation or PTO leave, their time may be shown as APPROVED LOST TIME. This approval means that they are authorized to be away from the job and will not be paid for those hours, nor will those hours be held against them when completing annual evaluations.

Section 13. Regardless of whether or not they are officially on standby duty, occasionally employees may be called at home after their normal work shift to answer questions that do not require the employee to physically leave home and go to a job site. Under these circumstances the employee being called will be paid a minimum guarantee of 15 minutes or time actually spent on the phone if the call lasts longer than 15 minutes. They will not be paid per the call-back policy under these circumstances.

Section 14. Employees who are required to be on standby call shall receive $10.00 per eight hour shift for being available for call. If an employee is "scheduled" to work less than three hours and is on standby for the remaining five hours of that shift, the employee will be eligible for the full $10.00. If an employee is scheduled to work between three and five hours and is on standby for the remainder of the shift, then the employee is only eligible for 1/2 of the standby rate $5. If an employee is scheduled to work more than five hours, then they will not be entitled to any standby pay for being on standby for the remainder of that particular shift. Employees called back to work while on a standby shift will be paid in accordance with the emergency call back policy as outlined in the Call Back Overtime Section of this Article.

Employees being paid the standby rate shall be required to respond to any and all official calls. Any employee who fails to respond to an official call shall forfeit the standby pay and shall be subject to disciplinary action. Although the County discourages assignment of employees to standby duty for other shifts during the same 24 hour period in which personal sick leave is taken, such assignment is left to management discretion.

Compensable time for computing call back overtime shall begin when the employee reports to the work site and ends upon their leaving the work site. The work site shall be defined as the actual place the work is to be performed; or in the case where an individual is assigned a County vehicle, the approved designated vehicle parking site. If an employee is on standby and is called to respond to a call-back while en-route home immediately after completing a regular shift, then compensable time for computing call back overtime shall begin when the employee is contacted to respond.

Section 15. Employees working a full shift, with 80% of the hours worked between the hours of 3:00 p.m. and 7:00 a.m., will be paid a six percent shift differential for the full shift. In the event of leave time used within the shift qualifying for shift differential, only the actual hours "worked" will include the shift differential. Should an employee be required to work past their normal shift and that time can be defined as emergency overtime, the employee will be paid at 1-1/2 their normal rate of pay for hours worked in excess of their normal shift. Shift differential will not apply to those hours.

Section 16. An employee who reports for work at the beginning of their scheduled shift and who has not been notified not to so report prior to their scheduled starting time shall be guaranteed a minimum of three hours of straight time pay at their regular hourly rate. The provisions of this section shall not apply, however, when the employee cannot be reached by telephone or when the failure of the County to provide work is caused by labor dispute, storm, flood, hurricane, natural disaster, unavailability of power or utilities, fire, or any other conditions beyond the control of the County. To qualify for the reporting pay, an employee must accept any such work assignment as been made by the County.

Section 17. For purposes of calculating overtime for the week, holidays will be counted as time worked.

ARTICLE XIV
USE OF AND PROCEDURES FOR REQUESTING ANNUAL LEAVE

Annual leave may be used for the following purposes:

1. Vacation leave;

2. Absence to transact personal business which cannot be conducted during other off-duty hours;

3. Illness, when sick leave has been exhausted.

During the last 14 days of each payroll year, the County will accept requests for leave forms and will schedule vacations during the coming year based on these requests, by seniority (on a rotating basis) within the work group.

Thereafter, requests for leave forms must be submitted to and approved by the

scheduling supervisor at least two weeks in advance, prior to the actual taking of normal annual leave. The supervisor must respond to the employee's request, in writing, within 7 days thereafter. These requests will be considered on a first come, first served basis and at the discretion of the supervisor. For emergency leave, prior approval by the scheduling supervisor is required, and such request for emergency annual leave forms must be submitted immediately upon return from such leave.

All annual leave is granted at the discretion of the scheduling supervisor. While a supervisor will attempt to schedule vacations at the time most desired by the employee, the right to allow or change a vacation period is reserved to the scheduling supervisor. The County will not, except in emergencies, recall an employee while the employee is on annual leave; provided, however, in the event of a disaster, it is understood and agreed that all annual leave approvals may be immediately canceled. In the event that the County must cancel a vacation leave which has been requested and approved (prior to December 1) but scheduled to be taken during the month of December, the employee will not forfeit the employee's rights under Section 8.05 of the Employee Handbook, Cash Compensation for Annual Leave, provided that the employee meets all other requirements of Section 8.05, except for having used the required amount of vacation leave (which was scheduled and canceled by the County). Further, the employee will be required to actually take the amount or originally scheduled leave needed to meet the requirements of Section 8.05 by January 31 immediately following the December in which such leave was canceled by the County, and this make up leave will not count towards leave required to be taken to meet the requirements for cash compensation for the new year.

Violations of this policy could result in unauthorized absence and subsequent loss of pay, and/or disciplinary action up to and including termination.

ARTICLE XV
LAYOFF AND RECALL

Section 1. An employee may be laid off when it becomes necessary by reason of, but not limited to: Shortage of funds, lack of work, the abolition of job positions or material changes in job duties or organization structure, or for other reasons which are beyond the employer's control. As a guideline, every effort will be made to provide employees with a minimum of 30 working days notification prior to lay off. No benefits shall be accrued during the period of lay off.

Section 2. Employees shall be laid off in the following order relative to affected job position classifications:

1. Temporary employees
2. Probationary employees
3. Regular employees

Section 3. In recognition of the responsibility of the County to provide

essential, efficient, and safe services to the public, it is understood and agreed that, in all cases of layoff or recall after layoff, layoff in each affected job position classification shall be made in inverse order, giving primary consideration to an employee's ability to do the available work and seniority of such employee. In cases where, in the opinion of the County, the ability of the employees within the job posting classification is relatively equal, seniority shall govern. Layoff shall be in accordance with the provisions of the Employee Handbook if the Handbook is more specific than this agreement.

Section 4. "Seniority," for the purposes of layoff and recall, is hereby defined as continuous length of service within the affected job position classification. "Continuous service" is defined as the period of employment not interrupted by resignation, dismissal, retirement, quitting without notice, or any other termination of employment. When individuals have the same seniority date, birth date shall determine who is the most senior.

Section 5. Any employee who is laid off and is re-employed in a regular classified position within one year of the effective date of lay off shall be reinstated:

1. With no loss of seniority for accrual of sick or annual leave;

2. At a rate of pay comparable to others in the same job classification with a comparable length of service;

3. With a reinstatement of sick leave hours not paid at the time of termination; and

4. With immediate life and health insurance coverage.

Section 6. Employees re-employed in a regular classified position within one year of the effective date of lay-off will receive a new hiring date, even though their "accrual" date (adjusted to deduct time not worked during actual layoff period) will remain as it was prior to lay-off. Such employees will also be subject to serving a trial period if they have not already successfully completed a trial period or initial probationary period in the position in which they become re-employed with the County. Further, such employees will be eligible to use any reinstated sick leave, newly-accrued vacation leave, or PTO which has not been used during the current calendar year immediately upon returning to County employment.

ARTICLE XVI
JURY DUTY AND WITNESS FEES

An employee who is called for jury duty, or is summoned to appear as a witness on behalf of any Town, City, County, State or the Federal Government, shall be granted leave with pay upon presentation of the summons. When an employee has been granted leave for court attendance and is excused by proper court authority, they shall report back to their official place of duty whenever there is an interruption in jury or witness duty.

Failure to do so may cause loss of benefits and/or disciplinary action. Jury fees, witness fees, and mileage will be retained by the employee.

An employee involved in personal litigation will be required to use annual leave. Leave with pay for court attendance shall not be granted when the employee is the defendant or is engaged in personal litigation.

ARTICLE XVII
TUITION REIMBURSEMENT PROGRAM

The Tuition Reimbursement Program exists to provide financial assistance to regular full- time County employees for courses which are taken at accredited schools and which are applicable to the employees' current duties. Course work must serve to enhance the knowledge, skills or abilities relating to official duties which the employee currently performs. Costs for general education courses which are part of a degree- or certificate-producing program but not directly related to the official duties are not eligible. Details regarding the plan, such as eligibility, reimbursement, and conditional reimbursement are found in the Employee Handbook.

ARTICLE XVIII
JOB VACANCIES AND POSTING

If a new job or permanent vacancy occurs in a classification covered by this Agreement and the County determines to fill such opening, the County will recruit for qualified candidates in its approved manner. All job vacancies will be posted on the County's public website, www.polk-county.net. All applications and resumes must be submitted electronically by means of the website access.

The County reserves the right to bypass the posting system and place employees in vacant positions for exceptional circumstances, such as, but not limited to, making reasonable accommodations under the Americans With Disabilities Act, reassignment of qualified employees who are scheduled for layoff, and BOCC approved reorganizations and reclassifications.

ARTICLE XIX
DISCIPLINE AND DISCHARGE

Section 1. The Federation recognizes and acknowledges that the County has the duty of maintaining good discipline among its employees because the County is responsible for the efficient operation and delivery of safe services to the public.

The County shall have the right to discipline employees for just cause.

Disciplinary actions which may be taken include verbal counseling, written counseling, written reprimand, performance improvement probation, involuntary demotion, involuntary transfer, suspension with or without pay, and termination.

Section 2. Counseling sessions related to potential disciplinary action, oral or written disciplinary action, shall, to the extent practicable, be prescribed to employees in a private manner so as to avoid embarrassment before members of the public.

Section 3. An employee summoned to meet with a supervisor/manager is entitled to the presence of a Federation representative at the interview, if the employee requests one, and if the Employee has reasonable ground to believe the meeting may result in disciplinary action against the employee. In the event no such representative is immediately available, the County agrees that the meeting shall be postponed for a reasonable time in order for the representative to be present at such meeting.

ARTICLE XX
GRIEVANCE PROCEDURE

Section 1. A grievance is any dispute which may arise concerning the interpretation or application of this Agreement, which shall be settled in the following manner.

Section 2. Every effort will be made by the employees, the Federation, and the County to address grievances informally and promptly at the first step with the employee's immediate supervisor. An employee shall be accompanied by a Federation representative at each step of the grievance procedure. However, nothing in the Article shall require the Federation to process grievances from employees who are not dues-paying members of the Federation.

Section 3. Grievances shall be presented as set forth below:

Except for grievances arising from termination of employment and except for grievances related to internal promotions, the grievant shall first:

Step 1: Informally discuss the grievance with the employee's immediate supervisor within 10 calendar days from the time the employee or the Federation knew, or by reasonable diligence should have known, of the event in question. The Supervisor shall reach a decision and communicate it within 10 calendar days to the employee and the Federation. Any grievance not raised by the employee within 10 calendar days shall be deemed waived, settled and not subject to arbitration.

Step 2: If the employee is not satisfied with the supervisor's reply in Step 1, within 10calendar days thereafter, the grievance shall be presented, in writing, to the Division Director. The Division Director shall meet with the employee and reply with the decision in writing, within 10 calendar days after receipt of the written grievance.

Step 3: If the employee is not satisfied with the reply in Step 2, within 10 calendar days thereafter, the written grievance shall be presented to the County Manager or designee.

For grievances arising from **termination of employment, the grievance shall be initiated at Step 3 County Manager or designee in writing, within seven calendar days** of the date that the employee received written notification of a recommendation for termination. When an employee is recommended for termination, the employee will be suspended with pay until Step 2 is completed. However, if the employee does not file a timely grievance, or if they fail to appear for the scheduled grievance meeting, then the date of the termination will be the date that the employee was originally presented with the recommendation for termination and they will not be considered to have been on suspension with pay. Also, the employee will not continue to be compensated after 7 calendar days if he/she requests and is granted an extension of time to meet with the County Manager or designee at Step 3. In the event that the employee works in a Division that does not have an official Division Director, the grievance should be directed to the Deputy County Manager in the employee's direct chain of command. The County Manager or designee shall meet with the employee and provide the decision, in writing, within 10 calendar days after receipt of the written grievance.

Step 3: Grievances relating to internal promotions will be initiated at Step 3 (Deputy County Manager) within 10 calendar days from when the employee knew or by due diligence should have known of the event that caused the grievance. The Deputy County Manager, or designee, shall meet with the employee-within 10 calendar days after receipt of the written grievance. A. and provide a written answer to the grievance within 14calendar days of this meeting.

Section 4. If the Grievant is not satisfied with Step 3 of the grievance procedure, the Grievant may proceed to Article XXI, Arbitration. If, at any time in the above-described procedure, the County does not respond within the prescribed time limits, the grievance shall automatically proceed to the next step in the grievance procedure.

Section 5. Time limits may be extended upon mutual consent of the parties, in writing.

Section 6. Instead of the Grievance Procedure outlined above, an employee may elect to utilize the Grievance Procedure Pre-Disciplinary and/Appeal Procedure set forth in the County's Employee Handbook with or without Federation representation. However, such election must be made at the onset of any grievance.

Section 7. Any employee who believes they have been discriminated against based on race, color, national origin, sex, age, disability, religion or marital status, or any employee who believes they have been sexually harassed is expected to report such allegations and seek internal administrative redress through the County's policies and

procedures relative to these issues.

Section 8. **(OTHER PROCEDURES FOR PROCESSING OF GRIEVANCES)**

A. All written grievances will be presented using the "Official Grievance Form" marked as Addendum C of this contract, and a copy of THE original grievance will be provided to the County official hearing the grievance at each step in the grievance procedure.

B. All grievances will be legible and contain enough pertinent information as to clearly define the issues and circumstances surrounding the grievance, as well as providing the names of initial witnesses. Additional pages may be attached to the grievance form if necessary in order to fully describe the issues and circumstances.

C. The steward and/or the Federation business representative representing the grievant will be responsible for coordinating meeting times and places, as well as notifying the grievant, the grievant' s supervisor and union witnesses (and their supervisors) of any such meeting no less than 24 hours from the scheduled meeting. However, the number and names of any witnesses to attend any particular grievance meeting must be agreed to in writing in sufficient time prior to such meeting.

D. Except when a steward is the grievant and the chief steward and/or Federation business representative represents him/her, only one steward will attend any given grievance meeting through and including step 2 in the grievance procedure.

E. For purposes of this article, if the last day for either party to respond to the other or perform an act falls on a Saturday. Sunday or a holiday recognized under this Agreement, the time will be extended to the next business day.

ARTICLE XXI
ARBITRATION

Section 1. Only grievances which satisfy each of the following conditions are subject to arbitration hereunder.

(a) The written grievance and written demand for arbitration clearly identifies the section of provisions allegedly violated and the remedy or correction requested.

(b) A demand for arbitration has been made in writing within 30 calendar days from and after receiving the Deputy County Manager's answer.

(c) The grievance was processed within the time limits set forth in Article XX. Time limits are jurisdictional questions to be determined by the Arbitrator in the same proceeding in which the merits are presented. The Arbitrator shall first hear the parties on the time limits issue and either makes a ruling after the parties' presentation, OR the Arbitrator may withhold a ruling and proceed with the merits of the case and rule on the issue of time limits after the merits of the matter have been presented. The Arbitrator's decision shall be rendered, in writing; either 30days after the proceeding, if the parties presented an oral summation, or 30 days after the parties have submitted their written briefs.

Section 2. Where mutually agreed, grievances appealed to arbitration may be mediated.

Within 15 calendar days of either party requesting arbitration, and upon mutual agreement, the parties will schedule a mediation conference to be held at the earliest available date. The parties shall mutually agree on the selection of a mediator. The mediation conference will normally be held in either the County or Federation facility. Should the availability of a mediator unnecessarily delay the processing of the grievance in the opinion of either party, either party may request that the mediation step be bypassed and the grievance be scheduled for arbitration.

All written material that is presented to the mediator or to the other party shall be returned to the party presenting the material at the termination of the mediation conference. The mediator may, however, retain one copy of the written grievance, to be used solely for purposes of statistical analysis.

Proceedings before the mediator shall be informal in nature. The presentation of evidence is not limited to that which has been presented in the grievance proceedings; however, the issue mediated will be the same as the issue the parties have tried to resolve through the grievance process. No record of the mediation conference shall be made.

The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of a grievance.

The County and Federation spokesperson at the mediation conference may accept the resolution proposed by the mediator, and such settlement, or any other settlement resulting from the conference, shall not be precedent-setting, unless both parties agree.

If no settlement is reached during the mediation conference, the grievance is subject to being scheduled for arbitration in accordance with this Article.

In the event that a grievance which has been mediated subsequently is arbitrated, no person serving as a mediator between these parties may serve as Arbitrator. Nothing said or done by the mediator may be referred to at arbitration. Any settlement proposal

made by either party at the mediation conference shall not be referred to at the arbitration hearing.

The parties will share equally the costs associated with mediation.

Section 3. In the event that the parties cannot mutually agree on the selection of an Arbitrator within 10 working days, the party seeking arbitration may request a list of seven Arbitrators from the Federal Mediation and Conciliation Service. Before requesting a list from FMCS, the parties will make every effort to select an Arbitrator themselves. The parties shall alternatively strike the names from the list with the party initiating the grievance striking first, and the remaining name shall be the Arbitrator. In any event, the Party seeking arbitration must, if an arbitrator is not mutually selected, request from FMCS a list of arbitrators within 60 days from their demand for arbitration as set forth in Section 1(b) of this Article. Failure to request a list within 60 days will automatically deem the grievance as being moot and the arbitration demand as untimely. The Arbitrator shall promptly conduct the hearing on the grievance at which both parties shall be permitted to give evidence and argument. The decision of the Arbitrator shall be rendered in writing and shall be final and binding on all parties.

Section 4. The time limitations set forth in this Article are of the essence of this Agreement.

Section 5. Jurisdiction of the Arbitrator selected shall be limited to:

(a) Interpretation or application of the specific terms of this Agreement, which are applicable to the particular issue presented to the Arbitrator; such jurisdiction shall not give the Arbitrator authority to supplement or modify this Agreement; and

(b) The rendition of a decision or award which in no way modifies, adds to, subtracts from, changes, or amends any term or condition of this Agreement or conflicts with the provisions of this Agreement; and

(c) The rendition of a decision or award which is not retroactive to a date preceding the date of the occurrence of the event on which the grievance is based; and

(d) In a discharge or disciplinary suspension, if the Arbitrator finds that the employee(s) was not discharged or disciplined for just cause, any award of back wages shall be limited to the amount of regular straight-time wages and overtime the employee would otherwise have earned from the employee's employment with the County during the period limited by subparagraph (c) above, less any unemployment compensation and compensation for personal services that the employee may have received or be entitled to from any source during such period or any assistance from any state or federal government agency less any amounts of welfare

or state disability the employee is required to refund to the government; and

(e) The rendition of a decision or award in writing which shall include a statement of the reasons and grounds upon which such decision or award is based; and

(f) The rendition of a decision or award based solely on the evidence and arguments presented to the Arbitrator by the respective parties in the presence of each other and the arguments presented in the written briefs of the parties.

No one Arbitrator shall have more than one ~~(1)~~ grievance submitted to that Arbitrator and under consideration by that Arbitrator at any one time unless the parties hereto otherwise agree in writing. A grievance shall be deemed under consideration by an Arbitrator until the Arbitrator has rendered his decision and award in writing.

The decision of the Arbitrator within the limits herein described shall be final and binding upon the County. the Federation, and the employee(s) affected. subject to judicial review.

Section 6. All fees and expenses of the Arbitration shall be the responsibility of the losing party (including the cost of a court reporter and associated transcripts). Each party shall bear the cost of preparing and presenting its own case.

ARTICLE XXII
BULLETIN BOARDS

The Federation shall be permitted to post notices on one standard size bulletin board to be furnished by the County for the Federation's sole use at each work location at which there is a Union steward. A copy of all material to be posted shall be provided via FAX or e-mail to the County Equity & Human Resources Division simultaneously with the posting. These bulletin boards are to be used for neutral information conveyance purposes only, and the bulletin board notices shall be limited to:

1. Notices of Union recreational and social affairs;
2. Notices of Union elections;
3. Notices of Union appointments and results of Union elections;
4. Notices of Union meetings;
5. Other notices concerning Union affairs which are only informational and neutral in nature.

The County may remove from the bulletin board any materials which in the County's judgment does not meet the above standards.

ARTICLE XXIII
RATES OF PAY

1 Following County approval, and effective the pay period beginning on October 2, 2023, eligible bargaining unit employees will receive a one-time base salary increase of 3.0percent, except in those cases where:

- The employee is on a Performance Improvement Probation;
- The employee is in a "non-paid" status due to receiving workers' compensation; or
- The employee is on a "non-paid" leave of absence.

Notwithstanding any other provision of this Agreement, all current bargaining unit employees, regardless of their time with the County, will receive a onetime base pay increase of 2.0percent effective on or around the employee's anniversary date, except in those cases where:

- The employee is on a Performance Improvement Probation;
- The employee is in a "non-paid" status due to receiving workers' compensation; or
- The employee is on a "non-paid" leave of absence.

The 2.0 percent base pay increase will be based upon each individual's rate of pay as of the time of their anniversary date. Employees who are at the maximum pay for their pay grade will receive a one-time lump sum payment.

2. Employees on a disciplinary probation are not entitled to an increase while on probation, per the County Handbook.

Section 1. PAY PLAN ADJUSTMENT

PAY PLAN ADJUSTMENTS: Pay plan adjustments (to the minimum and maximum of all pay ranges) for all employees effective the pay period beginning on October 2, 2023 and with the following provisions: (a) No adjustment shall increase the employee's pay beyond the new maximum of the range; (b) If the employee is on disciplinary probation when raises are due, then he/she will not begin receiving the adjustment until the first full pay period following the date that they successfully complete such probation, and such increase will not be paid retro-active; (c) Employees who are on "non-pay" status because of workers' compensation claim or leave of absence will receive no increase until actually returning to work. Upon return to regular employment status, the employee will receive the salary adjustment beginning the pay period they return to work and will not be paid retroactive to the effective date for other employees or to the employee's hire date anniversary; (d) there will be no retroactive pay for any

period between October 2, 2023, , and the ratification date.

Any increases due to pay plan adjustments, annual steps, promotions, pay for performance or any other such reason will be calculated upon and added to the employee's "base" rate WITHOUT incentives. Any incentives for which an employee qualifies will be added back into the employee's "current" rate after any adjustments to their "base" rate. Base rate of pay is what an employee earns hourly without any incentives or premium pay. Current rate of pay is what an employee earns after all incentives and/or premiums are added to their base rate of pay.

An employee who is selected for a promotion to a higher pay grade will have their current base rate increased to the minimum of the new pay grade or 5%, whichever is greater. If the 5% is greater (and not on an even step), then the employee will be placed into the step of the new pay grade which is the closest to, but higher than the 5%.

A. Lateral Transfers:

An employee who transfers from one job to another within the same pay grade shall maintain their current pay grade and step.

B. Voluntary Demotions:

An employee who accepts a job of a lesser pay grade shall be offered a salary commensurate with other employees of the same job classification and pay grade, considering time in grade.

Section 2. ANNUAL PAY PLAN ADJUSTMENTS

The parties agreed that the minimum and maximum salary for each pay grade will be increased by 3.0% beginning on October 2, 2023. This will be a one-time increase to the minimum and maximum salary for each pay grade.

Section3. Plant Operators Incentive. The County agrees to continue to pay Water and WPC Plant Operators a pay differential in accordance with its present policy, for each certificate designated as "B" and /or "A." The employee will be paid commensurate with the highest certification (A or B) that the employee possesses.

Section 4. Fleet Technicians Incentive. The County will pay employees employed in the Fleet Division as Fleet Technicians (and Fire Equipment Mechanic(s) in Fire Services) an incentive for certification by the National Institute of Automotive Service Excellence ("NIASE" or "ASE" for short) in the following areas:

1. Engine performance

2. Heating and air conditioning
3. Electrical systems
4. Brakes
5. Suspensions and steering
6. Manual drive train and axle
7. Automatic transmissions/transaxle
8. Engine repair
9. Gas engines (heavy duty trucks)
10. Diesel engines (heavy duty trucks)
11. Drive trains (HDTs)
12. Brakes (HDTs)
13. Suspensions and steering (HDTs)
14. Electrical systems (HDTs)
15. Heating and A.C. (HDTs)
16. Preventive maintenance (HDTs)

and for certification as a Master Automotive and/or Master Medium/Heavy Truck Technician in accordance with the County's Fleet Technician Incentive Program, which is attached to the contract as Addendum B.

Section 5. Emergency Vehicle Technician (EVT) Certification Incentive. The County will pay employees employed in the Fleet Management Division an incentive for attaining the following levels of EVT certification for both Fire Apparatus and Ambulance. The certification is by the EVT Certification Commission in Dundee, Illinois in the following areas:

Fire Apparatus:

EVT Level I Reqs.	EVT Test	Description	Incentive Amount
ASE's T-4; T-5; T-8	F-2	App. Design & Perfor.	$0.10/hour

EVT Level II Reqs.	EVT Test	Description	Incentive Amount
ASE's T-2; T-3; T-6	F-3	Pumps	$0.10/hour
	F-4	Electrical	$0.10/hour

EVT Level III Reqs.	EVT Test	Description	Incentive Amount
ASE's T-1; T-7	F-5	Aerials	$0.10/hour
	F-6	Automatic Transmission	$0.10/hour
Level III Incentive Bonus			$0.25/hour

Ambulance:

EVT Level I Reqs.	EVT Test	Description	Incentive Amount
ASE's A-4; A-5; A-6; A-8	E-1	Design & Prev. Maint.	$0.10/hour

EVT Level II Reqs.	EVT Test	Description	Incentive Amount
ASE's A-1; A-3: A-7: T-2	E-2	Ambulance Electrical	$0.10/hour
	F-3	Heating & Air Cond.	$0.10/hour

EVT Level III Reqs.	EVT Test	Description	Incentive Amount
A-2; T-4; T-5	E - 4	Body & Chassis	$0.10/hour
Level III Incentive Bonus			$0.25/hour

Section 6. Trade Incentives. The County agrees to pay employees who are employed in the following job classifications:

1. Electrician
2. Plumber
3. A. C. refrigeration mechanic
4. Carpenter
5. Welder
6. Electronics Technician
7. Painter

and who provide documentation of an advanced certification (Journeyman or Master) specific to the employee's job duties which is satisfactory to the County, an additional 5% above their regular rate. Any costs incurred in acquiring any such certification by an employee shall be paid by the employee, and not the County. The intent of this article is not to doubly compensate an employee who has more than one certificate.

Section 7. Performance increases, merit pay increases, wage adjustment and pay raise adjustments shall not continue after the expiration of this Agreement. However, all other provisions of this Agreement shall remain in full force and effect until a new agreement is approved by the parties.

Section 8. Working Out of Classification. Whenever any employee is assigned to work out of the employee's regular classification for 50 hours or more during two-consecutive pay periods 4 weeks, approval by the appropriate division director is required. The position being filled in this manner must be a budgeted, allocated position which is temporarily vacant due to a legitimate reason such as turnover or leave of absence.

An employee who is temporarily assigned to a position with a higher pay grade for at least 5 hours within two regular pay periods 4 weeks) for checks dated within each month will be paid a premium of 5% for all hours worked out of class for that period. The additional time to be paid for working out of class will be entered on the regular Time and Attendance system by the work units (Earning code #31). This time is to be added to week 1 of the first check received for the month following the time period

worked. When there are three pay periods in a month, the total hours worked must be 75 hours minimum rather than the usual 50 hours minimum. (Three pay periods occur twice a year.)

An employee who is assigned to a lateral or lower class in order to meet the County's temporary needs shall retain the employee's regular rate of pay.

TRAINING EXEMPTION: In order to gain experience for advancement potential, employees may work out of class without additional compensation when participating in a documented training program. Participation must be voluntary and approved by the appropriate division director. and must be signed by the employee.

ARTICLE XXIV
DUES CHECK-OFF

Section 1. The County shall deduct dues and uniform assessments owed by the employee to the Federation on a bi-monthly basis; provided that prior to such deduction, the Federation has provided the County with a signed authorization from each employee whose dues are to be deducted that such deduction is authorized, a copy of which is attached hereto and designated Exhibit "A". Deductions shall be made bi-monthly and forwarded to the Federation within 10 days of said deduction.

Section 2. Notwithstanding anything herein to the contrary, any authorization for dues deduction may be canceled by the employee upon 30 days written notice to the Federation. The Federation will in turn then notify the County within 15 days thereafter so that deductions may be stopped in a timely manner. Such notification from the Federation to the County shall be via FAX to the attention of the Clerk of the Circuit Court's payroll section. The form labeled "Cancellation of Dues Deductions" (Exhibit D, located at the back of this agreement) shall be used to facilitate such requests by employees. However, dues deductions will be cancelled immediately and automatically without 30 days written notice upon the effective date of termination of employment or when, due to transfer, promotion, or voluntary demotion, a bargaining unit employee begins working in a position which is not part of the bargaining unit. The affected employee is responsible for directly notifying Payroll when accepting a new position outside of the bargaining unit.

Section 3. Notwithstanding anything herein to the contrary, any authorization for dues deduction may be canceled by the employee upon 30 days written notice to the Federation. The Federation will in turn then notify the County within 15 days thereafter so that deductions may be stopped in a timely manner. Such notification from the Federation to the County shall be via FAX or E-mail to the attention of the Personnel

Division Clerk of the Circuit Court's Payroll Section. The form labeled "Cancellation of Dues Deductions" (Exhibit D, located at the back of this agreement) shall be used to facilitate such requests by employees. However, dues deductions will be cancelled immediately and automatically without 30 days written notice upon the effective date of termination of employment, or when, due to transfer, promotion or voluntary demotion. a bargaining unit employee begins working in a position with is not part of the bargaining union. The affected employee is responsible for directly notifying Payroll when accepting a new position outside of the bargaining unit.

Section 4. Nothing contained herein shall require the County to deduct from a salary or be otherwise involved in the collection of any fine, penalty or special assessment.

ARTICLE XXV
EXISTING RULES AND PRACTICES

Section 1. The County policies, procedures, and County Employee Handbook, are hereby incorporated by reference into this Agreement. Where there is a conflict between the County's policies, procedures and the County Employee Handbook and the express terms of this Agreement, the Agreement will prevail. The Federation agrees that such policies, procedures and Employee Handbook may be formulated, amended, revised and implemented at the sole and exclusive discretion of the County Manager; provided, however, that such formulation, amendment, revision and implementation will be neither arbitrary nor capricious. In the event that a contemplated change is to be made, the County Manager shall provide at least 21 days notice of such change to the Federation with the exception of those changes which, if not implemented immediately, would pose a safety risk to employees or the public. The Grievance and Arbitration provisions of this agreement shall be limited to whether or not the contemplated changes are arbitrary, capricious and/or violate the express terms of this Agreement. Any such grievance shall be initiated, in writing, at the third (3rd) step of the Grievance procedure. This section shall also apply to safety manuals, standard operating procedures (SOPs), and other standards currently utilized by the various work units throughout the County.

Section 2. The County has the right to post and enforce new policies, procedures and changes to the Employee Handbook not in conflict with this Agreement during the life of this Agreement. The Federation has the right to grieve during the first 21 days of the new policies, procedures or changes to the Employee Handbook which are posted. The Grievance and Arbitration provisions of this Agreement shall be limited to whether or not the changes are arbitrary, capricious and/or violate the express terms of this Agreement. Any such grievance shall be initiated in writing, at the third (3rd) step of the grievance procedure. If the new policies, procedures or changes to the Employee Handbook are not grieved during this time period, they will stand as posted.

ARTICLE XXVI
PROMOTION - OUT OF UNIT

If an employee is promoted out of the bargaining unit and if the employee returns to the bargaining unit within six months of said promotion, the employee shall retain all of the employee's seniority in the former position.

ARTICLE XXVII
OTHER BENEFITS

Bargaining group employees covered by this contract will enjoy the same benefits and on the same basis as similarly situated non-bargaining group employees except where specifically noted in this article of this contract.

Section 1. Sick Leave Incentive

For purposes of this section, the "year" will begin and end on the last pay period paid in the calendar year, beginning December 25, 2000. Therefore, starting with the pay period beginning December 25, 2000, regular employees who use NO sick leave during the new year will be credited with an additional eight-hours (full time) or four-hours (part time) of vacation to be used in the following year. That is, those qualifying for the incentive will have an "additional" 8 hours (full time or (4) hours (part time) credited to their sick leave bank, from which the incentive PTO earned will be paid. **EXAMPLE**: a regular full time employee uses no sick leave from December 25, 2000 through the last pay period paid in December, 2001; at the end of the last pay period paid in December, 2001, the employee has 120 hours in the employee's sick leave account; therefore, the employee is credited with an additional 8 hours of sick leave, so that the employee has 128 hours in their sick leave account beginning the first pay period following the last pay period in December 2001; however, the incentive will actually be taken as an extra PTO day which can be taken during the calendar year starting with the first pay period following the last pay period paid in December, 2001. Employee Handbook rules for use of PTO will apply.

Section 2. Personal Time Off (PTO) Leave

All regular full time employees may use 24 hours per payroll year as Personal Time Off (PTO). All regular part time employees may use 12 hours of PTO per payroll year. Regular Part Time employee must average at least 20 hours per week to qualify. PTO may be used in increments of less than a work day. PTO must be approved in advance by the employee's immediate supervisor and may be used before or after a holiday when pre-approved by the employee's immediate supervisor. PTO is granted at the discretion of the employee's immediate supervisor.

PTO hours will be designated and accounted for separately on the Request for Leave Form, but will be deducted from an employees accrued sick leave account. The use of PTO hours will NOT be considered when evaluating an employee's number of hours used relative to attendance performance. However, employees are responsible for monitoring their use of PTO. Any use of PTO hours in excess of the annual allocation

will be a violation of this policy and any excess hours will be deducted from an employee's annual leave account or will be charged as lost time if the employee is not qualified for annual leave or if their annual leave account is depleted. Employees are encouraged to call the Equity & Human Resources Division in advance of using PTO if there is any doubt concerning the number of PTO hours they have available. PTO hours not used by the end of the payroll year will be forfeited and may not be carried over to another year.

Section 3. Use of Sick Leave

The rules and procedures for use of sick leave will be governed by the Employee Handbook. However, instead of three days of Unexcused absences being allowable, four days will be allowable under this contract. For purposes of clarification, the allowance to use and to be paid for four days of sick leave per evaluation year without a doctor's excuse and without penalty means 40 hours per year for employees who work four ten hour days per week and 32 hours for employees who work five eight hour days per week. Also, although during the course of each year supervisors will track and record all time out due to illness without a doctor's slip as Unexcused absences, only those absences without doctors' notes that exceed the 40 or 32 hours per year allowable will be reflected as Unexcused absences on the employee's annual evaluation. Thus, the first 40 or 32 hours per year will be reflected only in the total hours absent for evaluation purposes. (EXAMPLE): An employee who normally works four ten hour days per week and is allowed 40 hours of Unexcused absences is actually out sick for 45 hours for the year without a doctor's excuse five hours over the allowable limit of 40 hours, plus the employee is out an additional 20 hours with a doctor's excuse for a total of 65 hours out sick for the year. At the end of the year, then, the employee's evaluation will show a total of 65 hours out sick for the year, but only 5 of those hours (45 actual Unexcused minus 40 hours allowable Unexcused) will be reflected as Unexcused.

For purposes of designating whether an absence is excused or unexcused, a note from a school nurse or administrator will be deemed sufficient to excuse an employee and allow the use of sick leave to tend to their child, but **only** for the day in which the child had to be removed from school due to illness.

Section 4. Smoking Cessation

Effective in the calendar year beginning on January 1, 2017 and in each calendar year thereafter, a bargaining unit employee will be entitled to a $50 per pay period discount from the employee's health insurance premium when that the employee certifies by affidavit that the employee: (1) does not use any tobacco products and will refrain from using any tobacco product; or (2) enrolls in and completes a smoking cessation program. The completion of a smoking cessation program will entitle the employee to the discount for the calendar year in which the employee completed the smoking cessation program or certified non-use of tobacco products. Those employees who use tobacco products and who do not enroll in and complete a smoking cessation program will not be

entitled to the discount. The decision whether or not to enroll in a smoking cessation program will be voluntary for each employee.

Section 5. Retiree Health Supplement

The County will provide a retiree health insurance supplement as specified by County Ordinance, and in the event that the County Ordinance is revised, the County will meet with the Union on request to negotiate the impact of the revised ordinance.

Section 6. Tool Reimbursement

Bargaining group employees covered by this contract, who are required to provide their own hand tools, may be eligible for an annual $100.00 tool reimbursement for the purchase of hand tools that are used during the employee's performance of his/her job duties. Tools that are not used during the course of the Employee's performance of his/her job duties will not qualify for reimbursement. Employees accept the responsibility to use proper tools for job duties in accordance with accepted practices of the division and/or instructions of supervisors.

In order for a tool to qualify for the reimbursement, the Director or his designee must provide prior written approval of the tool's purchase.

Should employee's employment with the County end, for any reason, within two years of receiving a tool reimbursement, employee will be responsible repaying the County the reimbursement funds. The repayment will not exceed $200.00.

Employee must present both the tool(s) and purchase receipt(s) to the Director or his/her designee when submitting the reimbursement. The request for reimbursement must be submitted within 30 days of the tool's purchase. Employee may not seek more than one reimbursement for the same tool regardless of the tool's cost.

Employee must return any reimbursement monies received should he/she return the tool for a refund. The failure to do so will be considered theft and Employee will be subject to discipline pursuant to the applicable discipline policies.

Section 7 Tool Insurance

The County will insure from theft any personal tools and equipment Employees use during the course and scope of their employment. The tools must have been stolen from a County facility or vehicle. Employees are not eligible for reimbursement if the tools are stolen as a result of the Employee's failure to properly secure the tools. This includes, but is not limited to times when the Employee fails to secure the tools in a locked tool box or vehicle. Tools that are left out in the open or in an unlocked tool box or vehicle will not be covered under this Section. Further, lost or misplaced tools are not eligible for reimbursement.

In order to be reimbursed from any theft, Employee must electronically provide the Employee Relations Manager with a written inventory of the tools, on the County established form, and pictures of the tools. The inventory form must have been submitted before the asserted theft to receive reimbursement. Any tools obtained by the Employee after January 1, 2022 that are added to the inventory must also be accompanied with a receipt documenting the purchase along with being listed on the inventory and providing pictures of the tools.

Any tool(s) not identified on the inventoried list submitted by the employee will not be eligible for reimbursement. Therefore, it is Employee's sole obligation to update Employee's filed inventory form any time the Employee obtains new tools that the Employee seeks to have insured by the County under this Section.

Tools purchased through the County's Tool Reimbursement program, as outlined in Section 6 above, are not eligible for insurance coverage under this section.

In order to seek reimbursement, the Employee must submit a written request on the County established form, along with a police report documenting that the tools were reported stolen to the Employee Relations Manager. The police report must document that the tools were reported stolen within 24 hours of the discovered theft. The written request seeking insurance coverage must be submitted within ten business days of the theft to be eligible for reimbursement under this Section.

ARTICLE XXVIII
COMPLETE AGREEMENT - MUTUAL AGREEMENT TO AMEND

A. It is understood that both the County and the Federation waive their right to modify or amend the terms of this Agreement except by mutual consent and that the terms of this Agreement constitute a complete understanding between the parties.

B. Amendments to this Agreement mutually agreed upon by both parties hereto may be made at any time, provided such amendments are reduced to writing and signed by the authorized representatives of the parties.

ARTICLE XXIX
SEVERABILITY AND WAIVER

Section 1. Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement, to the end that in the event any clause or clauses shall be finally determined to be in violation of any law, then, and in such event, such clause or clauses only, to the extent only that any may be so in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and the enforceability of the rest of this Agreement, including any and all

provisions in the remainder of any clause, sentence or paragraph in which the offending language may appear.

Section 2. The exercise or non-exercise by the County or the Federation of the rights covered by this Agreement shall not be deemed to waive any such right or the right to exercise them in the future.

ARTICLE XXX
DURATION - MODIFICATION AND TERMINATION

Section 1. This Agreement shall be in full force and effect upon its ratification by all appropriate parties until 12:00 o'clock midnight on the 30th day of September, 2024; provided it will allow for mandatory re-opener provisions as required by the Florida Public Employees Relations Act. Further, either party may reopen this Agreement to negotiate an economic or financial issue by providing the other party notice of intent to reopen the Agreement no later than July 1 of each year. At least 120 days prior to the termination of this Agreement, either party hereto shall notify the other, in writing, of its intention to modify, amend, or terminate this Agreement. Failure to notify the other party of intention to modify, amend, or terminate, as herein above set forth, will automatically extend the provisions and terms of this Agreement for a period of one year, and each year thereafter absent notification.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals this 20TH day of October 2023.

Federation of Public Employee, a Division of the National Federation of Public and Private Employees

By: _____
Business Representative

Polk County Board of County Commissioners

By: _____
County Manager

By: _____
Chair, BoCC

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10208810v1

Addendum A

Addendum B

As a function of the negotiations, Fleet Management proposes implementing a technician incentive program that rewards technicians an increase in their hourly salary at a rate of $0.10/hour for each certification level attained. Further, if the technician passes all eight levels within a classification, an additional $0.20/hr. is added as recognition for attaining a Master's classification.

Further, NIASE offers two Advanced Level tests for certification in the complex areas of computerized diagnostics, emissions and drivability. We propose to include a reward of $0.25/hour for each of the two certifications.

In order for the program to have accountability, should a technician fail to retain his certification at any level, a corresponding amount for each level lost is deducted from his/her hourly wage.

Summary:

	Add to Salary		8 Levels		Master Total
Each Test Level	$0.10/hr	+	$0.80/hr.	+	$0.20/hr =$1.00/hr

Advanced Level $0.25/hr.

Maximum possible for Dual Master Certification w/advanced $2.50/hr
Maximum for one Master Certification w/advanced 1.25/hr.

NIASE offers a more extensive menu of test offerings (e.g. School Bus, Body Shop, etc.). Polk County will not reward technicians for certifications beyond the 16 pertaining to automotive and heavy truck master classifications.

Because many Fleet technicians are participating in NIASE presently, the incentives outlined above will be applied to those employees with certifications currently in place. As employees attain new levels and/or re-certify at present levels, the incentive will be added/retained.

Addendum C

OFFICIAL GRIEVANCE FORM

Federation of Public Employees

a division of the National Federation of Public and Civilian Employees

(AFL-Affiliated with District 1 - MEBA (AFL-CIO)

100 Third Street SW, Winter Haven, Fl 33880 * Office: (863) 299-7988 * FAX (863) 299-7989

Employer_____

Phone_____Date_____

Member's

Name_____Dept/Location_____Classification_____

Member's

Address_____Phone_____

Immediate Supervisor's

Name_____Phone_____

1. Employee's Statement of Grievance. Describe in detail the action giving rise to the complaint. Specify names, dates, classification, place and site of violation, etc. If additional space is required, attach separate sheet of paper.

_____

_____

_____

_____

_____

_____

2. Specify the Article(s) of the Agreement which is/are violated

_____

_____

_____

3. What is the remedy end/or relief sought?

_____

_____

_____

4. Decision of Immediate Supervisor

_____

_____

_____

Date of Decision_____

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10208810v1

Grievance Settled Yes__No__Supervisor's Signature_____

==========

I hereby authorize the FEDERATION OF PUBLIC EMPLOYEES to act for me in the disposition and settling of this grievance.

Date_____ Employee's Signature _____

Date_____ Steward's Signature _____

Date_____ Representative's Signature _____

Addendum D
CANCELLATION OF DUES DEDUCTIONS
(Federation of Public Employees Union)

TO: Federation of Public Employees
745 E. Main Street
Bartow, Florida 33830

FROM: _____
(Please print full name)

_____
(Division and Work Location)

Per Article XXIV of the collective bargaining agreement between the Federation of Public Employees and Polk County Board of County Commissioners, this is my 30 days written notice to cancel my dues deductions.

Therefore, please do not make any further dues deductions after thirty (30) days from the date that this notification is signed and dated.

I also understand that the Federation is obliged to notify the County of this change within 15 days of receipt of this notice. **The Federation is to notify the County by sending a copy of this notification to the County's PAYROLL SECTION via FAX at (863) 534-6534.**

_____
Employee's Signature

_____
Employee's Social Security Number

_____
Date

_____
Federation Official's Signature

Agenda Item R.27. 11/7/2023

SUBJECT

Approve Memorandum of Understanding with FOPE. (No fiscal Impact).

DESCRIPTION

On October 20, 2023, the County Manager and Federation of Public Employees (“FOPE”) executed a collective bargaining agreement (“Agreement”) which provided for pay increases in Article XXIII. The MOU clarifies that the intent of the Agreement was for the pay increases to begin the pay period beginning on October 16, 2023.

RECOMMENDATION

Approve Memorandum of Understanding with FOPE.

FISCAL IMPACT

There is no fiscal impact.

CONTACT INFORMATION

Randy Mink
County Attorney
863-534-7679

MEMORANDUM OF UNDERSTANDING ("MOU")
BETWEEN
POLK COUNTY BOARD OF COUNTY COMMISSIONERS
AND
FEDERATION OF PUBLIC EMPLOYEES, a Division of the National Federation of Public and Private Employees (AFL-CIO)

WHEREAS, Polk County Board of County Commissioners ("County") and the Federation of Public Employees ("FOPE") have entered into an agreement dated October 20, 2023 and signed by the County Manager and the Business Representative of FOPE on October 20, 2023 ("Agreement"); and

WHEREAS, Article XXIII provides for pay increases for the bargaining unit employees; and

WHEREAS, it was the intent of the Agreement that such pay increases would begin the pay period beginning October 16, 2023.

NOW THEREFORE, The County and FOPE, for and in consideration of mutual benefits to be received by both parties, hereby agree as follows:

Section 1: The pay increases provided in the Agreement shall begin the pay period beginning October 16, 2023.

Section 2: The preparation of this MOU has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

Section 3: Except as clarified by this MOU, the provisions of the remaining provisions of the Agreement shall remain in full force.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this MOU by their duly authorized officers.

Federation of Public Employees, a Division of the National Federation of Public and Private Employees

By: _____ _____
Business Representative Date

Board of County Commissioners
Polk County, Florida

By:_____ _____
County Manager Date

By:_____ _____
Chair Date

Agenda Item R.28. 11/7/2023

SUBJECT

Approve Gopher Tortoise Relocation Agreement for the Polk County Masterpiece Road Fire Rescue Station project with All Phase Environmental Solutions, LLC, (APES). (one-time estimated expense amount of $108,000.00 as noted in the agreement dependent upon the final species count)

DESCRIPTION

The project has been bid out for construction and the construction will impact several gopher tortoise burrows located on the property. The gopher tortoises are a state designated threatened species by the Florida Fish and Wildlife Conservation Commission (FWC) and are required to be relocated under Florida law prior to construction.

APES has agreed to provide spaces for the gopher tortoises at a cost not-to-exceed $6,000.00 each (Adult), $3,000.00 each (Juvenile), with a 50% deposit required to reserve the spots.

RECOMMENDATION

Request Board approve the Gopher Tortoise Relocation Agreement for the Polk County Masterpiece Road Fire Rescue Station project with APES. (one-time estimated expense amount of $108,000.00 as noted in the agreement dependent upon the final species count)

FISCAL IMPACT

Funds are budgeted and available in the Emergency Medical Millage Fund.

CONTACT INFORMATION

Keith R. Tate, AIA, Facilities Director
Facilities Management Division, Polk County BoCC
863-534-5511
keithtate@polk-county.net <mailto:keithtate@polk-county.net>

REQUEST FOR LEGAL SERVICES

To: County Attorney's Office
Attention: Breezi Hicks

From: Steve McMillan Drawer No. _ _____

Dept: Facilities Management Division Ext. 5527

Date: October 11, 2023

Request (in detail): _____

Request for review and approval of processing Gopher Tortoises Relocation Agreements for County Manager approval consideration for the Masterpiece and Moore Road Fire Rescue Station projects. Permitting requires the agreement to be signed by the County prior to work commencing for relocation. Final cost TBD upon completion of species relocation.

Breezi K. Hicks

10.16.23 – Good to go

Please indicate any time limits involved and attach all necessary documentation.
As soon as possible. Construction commencement awaits protected species removal.

For County Attorney office use only:
Assign to:_____ Date: _____

County Attorney Project No.: _____
Logged out: _____

clear fields 826

GOPHER TORTOISE RELOCATION AGREEMENT

Escape Ranch Unit I – Permit #GTLR-23-00004

RE: Polk County Masterpiece Road Fire Station

THIS GOPHER TORTOISE RELOCATION AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into this 10th day of October 2023, (hereinafter referred to as the "Effective Date") by and between, Polk County, a political subdivision of the State of Florida hereinafter referred to as ("BUYER") and All Phase Environmental Solutions, LLC, sole recipient site representative of Escape Ranch LC (hereinafter referred to as APES) or APES Group) a Florida limited liability limited company (APES and BUYER may herein individually be referred to as a "PARTY" and collectively be referred to as the "PARTIES".

" W I T N E S S E T H"

FOR AND IN CONSIDERATION of the mutual agreements and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the PARTIES, the PARTIES agree as follows:

1. GOPHER TORTOISES. The term "Gopher Tortoise(s)" shall refer herein to all individuals of the species Gopherus polyphemus, a species listed as "State-designated Threatened" by Florida Fish and Wildlife Conservation Commission (hereinafter referred to as "FWC") and protected by Florida law, that have been captured on Donor Site, as defined below.

2. PREMISE. As a result of its development of Donor Sites, defined below, BUYER needs to relocate up to (18) Gopher Tortoises that will be captured on Donor Site(s) known as Polk County Masterpiece Road Fire Station APES have the exclusive right to manage the Recipient Site(s), defined below, approved to receive Gopher Tortoises. The PARTIES desire to enter into a contractual relationship, pursuant to the terms hereof, in which BUYER shall compensate APES for accepting, and APES shall accept onto its Recipient Site(s), approved, and permitted Gopher Tortoises relocated from the Donor Site.

3. TERM. The term of this Agreement shall begin on the Effective Date and expire one year later (hereinafter referred to as the "Term"). The last day of the Term shall be referred to as the "Expiration Date". If this Agreement is terminated under the provisions hereof, the date of termination shall be referred to as the "Termination Date". If no permit application has been made within 30 days from the agreement effective date this reservation and agreement term will

be null and void. We will not be responsible for untimely permit applications. If you are unable to submit the application within this timeframe, please contact us so we can issue another reservation and agreement when you are able to complete the permit application.

a. Recipient Site(s). The term "Recipient Site" shall herein refer to lands Managed by APES that are approved by FWC to accept Gopher Tortoises that have been captured on and relocated from Donor Site(s), as defined below, under the terms of this Agreement.

b. Donor Site(s). The term "Donor Site(s)" shall herein refer to the Lands that are approved by FWC for the number of Gopher Tortoises stated above, to be captured on and relocated from under the terms of this Agreement.

c. Compliance. APES shall be solely responsible for obtaining and complying with any and all permits necessary for APES to accept Gopher Tortoises under the terms of this Agreement. BUYER shall be solely responsible for obtaining and complying with any and all permits necessary for BUYER to deliver Gopher Tortoises to APES under the terms of this Agreement. Neither PARTY shall be responsible for the other PARTIES compliance under the other PARTIES respective permit(s) or for the other PARTIES failure to obtain a timely required permit.

d. Information. Each PARTY shall timely provide reasonably available information to the other PARTY upon request of the other PARTY if the requesting PARTY needs said information to obtain or maintain or comply under any permit necessary to fulfill the obligations of either PARTY hereunder.

5. CAPACITY. APES shall ensure the availability of Recipient Site(s) with FWC-permitted capacity sufficient to accommodate the number of Gopher Tortoises stated above from the Donor Site. This Agreement is made by the BUYER to reserve capacity sufficient to accommodate the number of Gopher Tortoises stated above, delivered by BUYER to APES under the terms of this Agreement. A copy of the Reservation Letter for the APES Recipient Site(s) in which the capacity is reserved is attached hereto and incorporated herein as Exhibit A and will be issued pursuant to the receipt and Execution of the Agreement.

6. PAYMENT. BUYER shall be obligated to pay APES in accordance with the following terms:

a. United States Dollars; Payment – Net 30. All monetary amounts indicated in this Agreement are in United States Dollars. Payments required under this Agreement shall be invoiced by APES with Net-30 terms, upon each delivery, and shall be paid by BUYER within thirty (30) days of the delivery of said invoice. All invoices and payments shall be either paid through bank transfer or a check can be sent to the addresses designated by APES in this Agreement. If the BUYER wishes to pay by credit card, we can add the service fee to the invoice. This fee is typically between 2-3% and will vary depending on the provider. If any payments do not clear due to insufficient funds the BUYER will pay any and all fees associated within 5 business days.

b. Initial Payment. BUYER is not initially required to make a deposit. If we experience any delay in payments past Net-30 terms, we will reserve the right to add a monthly 5% interest to the invoice and require a non-refundable 50% deposit on the next reservation issued. We may also refuse the right to service for nonpayment.

c. Compensation. As consideration for APES accepting Gopher Tortoises, BUYER shall pay $6,000.00 per Adult/ Sub Adult Gopher Tortoise and $3,000.00 per Juvenile Tortoise that is accompanied by an Adult Tortoise delivered by BUYER and accepted by APES under the terms of this Agreement (hereinafter referred to as the "Per GT Rate"). Each Juvenile Tortoise not accompanied by an Adult will be charged the full rate of $6,000.00 per Tortoise. Upon the delivery of Gopher Tortoises by BUYER to APES, APES shall invoice BUYER, in arrears, for APES acceptance of Gopher Tortoises under the terms of this Agreement. For purposes of clarity, Gopher Tortoises may be delivered in groups (not all at once). If the actual number of Gopher Tortoises to be relocated from the Donor Site to the Recipient Site is less than the number of Reserved Tortoises, then BUYER shall promptly and diligently (within 30 days of completion) file necessary After-Action Reporting with FWC to release Gopher Tortoise capacity back to the Recipient Site. Upon BUYER'S receipt of notice from FWC that capacity is released back to the Recipient Site, BUYER shall promptly notify APES of the same. Because we do not charge deposits, we ask that you make every effort to promptly release all additional capacity.

7. DELIVERY AND ACCEPTANCE. Upon execution of this Agreement APES shall issue a Reservation Letter (Exhibit "A") committing to accept the number of tortoises stated in Paragraph 2 above. After APES has issued a Reservation Letter, BUYER may begin the permitting process to relocate Gopher Tortoises from its Donor Site(s) to APES Recipient Site(s) and APES shall begin accepting said Gopher Tortoises at its Recipient Sites, subject to the conditions of their respective permits, upon the following terms:

a. Delivery and Acceptance Protocol. The PARTIES hereby agree to the terms of the Delivery and Acceptance Protocol, attached hereto, and incorporated herein as (Exhibit "B") (hereinafter referred to as the "Protocol"). The Protocol may be amended from time to time if both PARTIES agree, but neither PARTY is bound to do so, except in the event of changes required to maintain compliance with FWC regulations or FWC-issued permits. Any amendments to the Protocol shall be in writing and shall be attached to and incorporated into a written supplement to this Agreement that is executed by authorized representatives of both PARTIES.

b. Delivery. BUYER shall deliver Gopher Tortoises to APES in the manner described by the Protocol. BUYER shall be responsible for all Gopher Tortoise relocation activities described in the Protocol. All pickups or meetings must be scheduled at least 48 hours in advance. BUYER is not allowed to enter the recipient site area and must meet off site at a mutually agreed location. BUYER shall be responsible for the health, safety, and welfare of the Gopher Tortoise(s) it delivers from its Donor Site(s) to APES under the terms of this Agreement. APES shall have no responsibility for relocation activities or for the health, safety, and welfare of Gopher Tortoises until APES has accepted and BUYER has signed the transfer sheet for said Gopher Tortoises.

c. Acceptance. APES shall accept Gopher Tortoises delivered by BUYER in the manner described by the Protocol. APES shall be responsible for the health, safety, and welfare of Gopher Tortoises once relocated to the Recipient Site, in accordance with the standard required by FWC and the Protocol, after APES accepts delivery of Gopher Tortoise(s) from BUYER. BUYER shall have no responsibility for Gopher Tortoise(s) after they have been accepted by APES under the terms of this Agreement. APES shall limit the number of Gopher Tortoises BUYER may deliver under the terms of this Agreement up to the permitted number of Gopher Tortoises stated above. BUYER may not deliver any Tortoises beyond the permitted and agreed upon amount. If any additional Tortoises are delivered the BUYER will be fully responsible. BUYER may deliver said

Gopher Tortoises to APES pursuant to the terms of this Agreement to the extent APES has available capacity for said Gopher Tortoises. However, APES has no obligation. under this Agreement to accept more than the number of Gopher Tortoises stated above.

d. Delivery and Acceptance of Juveniles Hatchlings and Eggs. BUYER may deliver and APES may accept juvenile Gopher Tortoises (Gopher Tortoise maintaining a carapace length of 60 mm or more & less than 131 mm), Hatchlings (Gopher Tortoise maintaining a carapace length of 60 mm or less) or Gopher Tortoise eggs obtained during BUYER'S relocation activities, so long as APES acceptance of juvenile Gopher Tortoises or Gopher Tortoise eggs does not reduce APES available capacity to accept mature Gopher Tortoises. BUYER shall pay $3,000.00 per each Juvenile accompanied by an Adult Tortoise and $6,000.00 per Juvenile relocated alone. We do not charge for hatchlings or eggs. (As defined in Paragraph 6, Section (c), above) Delivery and acceptance of juveniles, Hatchlings and eggs shall be made in accordance with the terms of the Protocol.

8. NO PROPERTY RIGHTS. Nothing in this Agreement shall give BUYER any interest in or rights to lands owned or controlled by APES. BUYER shall not have the right to access, for inspection or otherwise, any Recipient Site(s) or other APES Lands by virtue of this Agreement. Nothing in this Agreement shall give APES any interest in or rights to lands owned or controlled by BUYER. APES shall not have the right to access, for inspection or otherwise, any Donor Site(s) or other BUYER lands by virtue of this Agreement.

9. DISPUTE RESOLUTION; DEFAULT. As a precondition to exercising any rights or remedies as a result of a PARTIES default, as defined below, the PARTIES will follow the following dispute resolution process:

a. Default. The term "Default" shall herein refer to either:

I. Except as otherwise indicated in the terms of this Agreement, APES failure or refusal to accept Gopher Tortoises as required under the terms of this Agreement; or

II. BUYER'S failure or refusal to pay any invoice issued by APES and received by BUYER as provided by Paragraph 6 of this Agreement by its due date.

b. Defaulting PARTY/Claiming PARTY. The term "Defaulting PARTY" shall herein refer to the PARTY that has allegedly committed a Default. The term "Claiming

PARTY" shall herein refer to the PARTY that is alleging that the other PARTY has committed a Default.

c. Notice. Upon an alleged Default, the Claiming PARTY shall send notice (hereinafter referred to as "Default Notice") to the alleged Defaulting PARTY in accordance with Paragraph 20 of this Agreement and indicating in said Default Notice all facts and information necessary for the alleged Defaulting PARTY to assess the alleged Default.

d. Instituting Legal Proceedings. If the alleged Default indicated in the Default Notice is not resolved within thirty (30) days, then either PARTY may initiate legal proceedings regarding the alleged Default indicated in the Default Notice.

10. DAMAGES. Each PARTY waives all claims and damages, and covenants not to sue the other PARTY, for (including and without limitation) additional, consequential, continuing, statutory, exemplary, or punitive, future, incidental, special, or prospective damages, including, but not limited to, lost profits, and any damages in excess of the amounts specifically described in this Paragraph 10. The remedies described in this Paragraph 10 have been agreed to by the PARTIES as a fair calculation of each PARTIES actual compensatory damages. Said remedy has not been established to penalize a PARTY for defaulting under this Agreement. The sole and exclusive remedy for a Default of the terms of this Agreement are as follows:

a. APES as Defaulting PARTY. If APES is the Defaulting PARTY, they shall have fifteen (15) days from being provided with notice of Default by BUYER, to cure the Default.

b. Buyer as Defaulting PARTY. If BUYER is the Defaulting PARTY, APES shall be entitled to an amount equal to the number of Gopher Tortoises yet to be paid for under this Agreement multiplied by the Per GT Rate. If BUYER is the Defaulting PARTY, BUYER shall also work diligently with APES and FWC to remove any encumbrance on APES Lands caused by the Reservation Letter.

11. TERMINATION.

a. Termination for Cause. Either PARTY may terminate this Agreement, without penalty, and without notice, if the other PARTY has been adjudicated in Default by a Court of competent jurisdiction or if the PARTIES enter into a settlement where the PARTIES agree to terminate the Agreement (hereinafter referred to as "Termination for Cause"). Either PARTY may waive its right to Termination for Cause; however, the non-defaulting PARTY is not entitled to any remedies or damages, as described in Paragraph 10 above, whether through

formal adjudication or through negotiated settlement, unless and until Termination for Cause has occurred. A waiver of a PARTIES right to terminate will not constitute a continuing waiver.

b. Termination for Listing on Endangered Species List. If the Gopher Tortoise is federally listed under the Endangered Species Act and such listing materially limits, prohibits, or prevents the further relocation of Gopher Tortoises from Donor Sites to Recipient Sites, either PARTY may terminate this Agreement with thirty (30) days' written notice, without liability or penalty, and without resort to the procedures described in Paragraph 10. In the event of a termination under this Paragraph 11.b., APES shall refund any deposit fees paid, without invoice and within ninety (90) days after the Termination Date, to BUYER. This Paragraph 11.b. shall survive the termination of this Agreement. If the Agreement is terminated, pursuant to the terms contained in this Paragraph 11.b., BUYER will work diligently and in good faith with FWC and APES to remove any encumbrance on lands owned by APES caused by the Reservation Letter.

12. LAWS AND REGULATIONS. Neither PARTY shall violate any laws, ordinances, rules, regulations or permit conditions of the United States or the State of Florida or any governing body or any rule, regulation or order of any governmental agency, including but not limited to the U.S. Corps of Engineers, the United States Environmental Protection Agency, the Florida Department of Environmental Protection, any Florida Water Management District, the FWC or any other agency applicable to the operations or activities under this Agreement. If either PARTY acts or fails to act under this Agreement in a manner which is contrary to any said laws, ordinances, rules, regulations, or permit conditions, then that PARTY shall assume full responsibility therefor and shall bear all costs attributable thereto.

13. SUCCESSORS; ASSIGNMENT. Neither this Agreement, in whole or in part, nor any monies due or to become due hereunder, may be assigned or transferred by either PARTY without the prior written consent of the other PARTY. This consent shall not be unreasonably withheld. The foregoing to the contrary notwithstanding, either PARTY shall have the right to assign this Agreement without the consent of the other PARTY in the event of a sale or exchange of all, or substantially all, of the assigning PARTIES real estate located in Florida. Subject to the provisions contained herein, this Agreement will be binding upon, inure to the benefit of and be enforceable by the PARTIES and their respective successors and permitted assigns. Any purported assignment made in contravention of this Paragraph shall be null and void. Upon assignment or transfer, the PARTIES shall work together in good faith to transfer all permits necessary to be transferred in conjunction with any assignment or transfer of this Agreement.

Assignment or transfer of this Agreement by either PARTY shall be subject to the respective successor or permitted assign first obtaining the appropriate FWC approvals and permits, if any.

14. NO THIRD-PARTY BENEFICIARIES. This Agreement does not create any right or interest in any member of the public as a third-party beneficiary, nor shall it authorize anyone not PARTY to this Agreement to maintain suit for performance, personal injuries, or damages pursuant to any provision of this Agreement.

15. RELATIONSHIP OF THE PARTIES; NO TENANCY CREATED. Except as contemplated in this Agreement, this Agreement shall not create, nor shall be represented by either PARTY hereto to create a partnership, joint-venture, employer-employee, master-servant, principal agent, or other relationship whatsoever between the PARTIES hereto. Nothing in this Agreement whatsoever shall be construed to create a tenancy or vest title in the property of either PARTY to the other PARTY or any third-party. The terms of this Paragraph shall survive the Expiration Date or Termination Date, whichever should occur first.

16. RESPONSIBILITY FOR AGENTS. Neither PARTY shall be responsible for the acts and omissions of the other PARTIES employees, agents, subcontractors, their agents and employees, and all other persons acting through, or under, the respective PARTY, pursuant to the terms of this Agreement. The terms of this Paragraph shall survive the Expiration Date or Termination Date, whichever should occur first.

17. APPLICABLE LAW; VENUE. This Agreement shall be governed by and construed under and in accordance with the laws of the State of Florida, without regard to its conflicts of law provisions. The PARTIES agree that all disputes and matters whatsoever arising under, in connection with or incidental to this Agreement shall be litigated, if at all, in Volusia County, Florida. The PARTIES expressly waive the right to a jury trial, if any.

18. ATTORNEY'S FEES. In any action brought by either PARTY for the interpretation or enforcement of the obligations of the other PARTY under this Agreement, each PARTY shall be responsible for their own respective attorney's fees, paralegal fees, expert fees, court, and other costs, whether incurred before or during litigation, on appeal, in bankruptcy, or in post judgment collections.

19. ENTIRE AGREEMENT; WAIVERS; AMENDMENTS OR MODIFICATIONS. This Agreement constitutes the entire agreement of the PARTIES hereto and supersedes all prior and contemporaneous agreements, representations, and understandings of the PARTIES. No waiver of the provisions of this Agreement shall be deemed or shall constitute a waiver of any of the

other provisions, nor shall any waiver constitute a continuing waiver. This Agreement may not be supplemented, altered, modified, or amended, or otherwise changed except by an instrument in writing signed by authorized representatives of both PARTIES. The course of dealing or course of performance between the PARTIES shall not commit either PARTY to duties or obligations which are not expressly stated by this Agreement.

20. NOTICES. Any notice, request, demand, instruction, or other communication required or permitted to be sent by either PARTY to the other PARTY under or in connection with this Agreement shall be in writing, shall be sent or delivered to the address of the other PARTY set forth below, and shall be deemed to have been delivered upon the earlier to occur of (i) actual receipt, if delivered by hand or by commercial courier, (ii) actual receipt, if sent by fax, e-mail or other generally recognized electronic means, (iii) one business day after mailing by any form of overnight mail service, or (iv) the date upon which the return receipt is signed, or delivery is refused, or the notice is designated by postal authorities as not deliverable, as the case may be, when mailed by registered or certified mail, return receipt requested. Notice so delivered after normal business hours of the recipient or on a Saturday, Sunday, or any public or legal holiday, shall be deemed to have been received on the next succeeding regular business day. Either PARTY may change the address for notices to it, effective as of any date not less than ten (10) days following delivery of the change of address notice, by giving the other PARTY hereto notice of such change of address in the manner specified in this Paragraph 20. For the purposes of this Agreement, the notice addresses of the PARTIES named herein are as follows:

APES: All Phase Environmental Solutions, LLC. 32168

220 N Glencoe Rd. New Smyrna Beach Fl. - Phone: 386-478-9566

BUYER: Polk County, a political subdivision of the State of Florida/Beasley, County Manager

2160 Marshall Edwards Dr.

Bartow, Fl. 33830

Phone: 863-344-0661 Email: robwilliams@polk-county.net

21. CAPTIONS. The captions for the various provisions of this Agreement have been provided for convenience of reference only and shall not be used in interpreting any such provision.

22. DRAFTING. It is understood that this Agreement was negotiated and prepared by the PARTIES and counsel for the PARTIES as a combined effort designed to meet their clients' desires and needs. This Agreement shall be interpreted without regard to any presumption or rule requiring interpretation against the drafter or the PARTY causing this Agreement, or any part or provision thereof, or any exhibit thereto, or any instrument or judgment thereunder, to be drafted, prepared, or revised.

23. DATES. Should any date described in this Agreement requiring performance under this Agreement fall on a Saturday, Sunday, or a day that has been recognized as a public or legal holiday, said performance shall be required on the next succeeding regular business day.

24. COUNTERPARTS. This Agreement may be executed in counterparts, each of which may be an original, but all of which together shall constitute one and the same agreement. Any counterpart may be delivered by facsimile transmission or by electronic communication in portable document format (.pdf) and the PARTIES agree that their electronically transmitted signatures shall have the same effect as manually transmitted signatures.

25. ASSURANCES BY BUYER. BUYER represents and warrants to APES that, as of the Effective Date: (a) BUYER is authorized to do business and is in good standing in the state of Florida; (b) BUYER has full power and authority to enter into this Agreement and to comply with the terms of this Agreement; (c) this Agreement constitutes the legal, valid and binding obligation of BUYER enforceable against BUYER in accordance with its terms, subject only to applicable bankruptcy or insolvency laws; (d) all requisite action has been taken to make this Agreement valid and binding on BUYER in accordance with its terms; (e) the person signing this Agreement on behalf of BUYER is fully authorized to do so; (f) there is no agreement, order, judgment, claim, litigation or proceeding pending or threatened against BUYER that would require consent for, or could interfere with, BUYER'S performance of this Agreement; (g) there is no attachment, execution or assignment by or against BUYER for the benefit of creditors; and (h) there is no receivership, or voluntary or involuntary proceeding in bankruptcy or pursuant to any other debtor relief laws contemplated or pending by or against BUYER. All of BUYER'S warranties and representations in this Agreement, all of which are relied upon by APES, shall survive the Expiration Date or Termination Date of this Agreement, whichever should occur first.

26. ASSURANCES BY APES. APES Group represents and warrants to BUYER that, as of the Effective Date: (a) APES is a corporation duly organized and in good standing under the laws of Florida; (b) APES has full power and authority to enter into this Agreement and to comply with the terms of this Agreement; (c) this Agreement constitutes the legal, valid and binding obligation of APES, enforceable against APES in accordance with its terms, subject only to applicable bankruptcy or insolvency laws; (d) all requisite action has been taken to make this Agreement valid and binding on APES in accordance with its terms; (e) the person signing this Agreement on behalf of APES is fully authorized to do so; (f) there is no agreement, order, judgment, claim, litigation or proceeding pending or threatened against APES that would require consent for, or could interfere with, APES performance of this Agreement; (g) there is no attachment, execution or assignment by or against APES for the benefit of creditors; and (h) there is no receivership, or voluntary or involuntary proceeding in bankruptcy or pursuant to any other debtor relief laws contemplated or pending by or against APES. All of APES warranties and representations in this Agreement, all of which are relied upon by BUYER, shall survive the Expiration Date or Termination Date of this Agreement, whichever should occur first.

27. **PUBLIC RECORDS**

1. APES acknowledges the BUYER's obligation under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Contract. In association with its performance pursuant to this Contract, APES shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

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

A. keep and maintain public records required by the BUYER to perform the services required under this Contract.

B. upon written request from the BUYER's Custodian of Public Records or his/her designee, provide the BUYER with a copy of the requested records pertaining to the services under the applicable Service Agreement, or allow the records to be inspected or copied, provided that applicable law requires such inspection, 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. To the extent permitted by law, APES reserves the right to retain archival copies in accordance with APES' record and retention policies and procedures (a) with respect to backup media for which selective deletion of files or data is not feasible and (b) in order to enable APES to comply with APES' professional standards requirements and substantiate APES' work product under the applicable Service Agreements.

C. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Contract and following completion of this Contract if APES does not transfer the records to the BUYER; and

D. upon completion of this Contract and upon written request by the BUYER, transfer, at no cost, to the BUYER all public records in possession of APES or keep and maintain public records required by the BUYER to perform the service. If APES transfers all public records to the BUYER upon completion of this Contract, and upon written request by BUYER, APES shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If APES keeps and maintains public records upon completion of this Contract, APES shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the BUYER, upon request from the BUYER's Custodian of Public Records, in a format that is compatible with the information technology systems of the BUYER and mutually agreed upon.

[The remainder of this page is blank. This Agreement continues on the next page.]

IN WITNESS WHEREOF, the PARTIES herein have caused this Gopher Tortoise Relocation Agreement to be executed as of the day and year first above written and do agree to all above stated terms.

Buyer:

X_____

Printed Name: _____ Date: _____

Witness:

X_____

Printed Name: _____ Date: _____

APES:

All Phase Environmental Solutions, LLC.

Jason Toler

AMBR

Exhibit "A"

Reservation letter will be supplied after execution by "APES"

Exhibit "B"

Gopher Tortoise Delivery and Acceptance Protocol

Delivery to APES:

A. BUYER shall comply with APES delivery instructions and pick up locations. We will make every effort to meet you at the most convenient location for both PARTIES. We do not allow PARTIES on the recipient site for any reason.

B. BUYER shall ensure that no Tortoise shows any signs of URTD or physical damage or injury. We will not accept any Tortoises showing these symptoms until a licensed veterinary professional has deemed it safe to do so.

C. APES shall measure, weigh & permanently mark each tortoise by drilling holes or notching a combination of the marginal scutes as described in Appendix 5 of the Gopher Tortoise Permitting Guidelines. All data will be given to the client within 5 business days.

D. BUYER and APES will communicate at least 48 hours prior to relocation efforts and desired delivery time and coordinate to ensure the availability of APES authorized agent to accept BUYER'S gopher tortoises at the APES Recipient Site. BUYER and APES shall make every attempt to arrange delivery times during the hours of 8:00 am to 5:00 p.m. Monday – Thursday and between 8am - 3pm on Fridays. BUYER and APES agree that deliveries outside those hours will be allowed based on a case-by-case mutual agreement but not guaranteed.

E. For cold weather handling, BUYER and APES shall coordinate delivery dates ensuring there are 3 consecutive days above 50° Fahrenheit as forecasted by the National Weather Service at the APES recipient site as well as the donor site. APES will not for any reason accept Tortoises when the temperatures are forecasted below 51 degrees. The BUYER will be fully responsible for communicating with FWC regarding additional hold times.

II. Reporting and Data Documentation:

A. Both APES and BUYER shall maintain valid Authorized Agent permits issued by the FWC as required by the FWC Gopher Tortoise Permitting Guidelines and be appropriately authorized to perform the tasks required of them with regard to the capture and release of gopher tortoises.

III. Cursory Health Evaluation:

A. Prior to delivery to APES, BUYER shall perform a cursory health evaluation as described in Appendix 6 of the current Gopher Tortoise Permitting Guidelines for each Tortoise from BUYER'S donor site. Before delivery to APES, BUYER shall determine if excavated tortoises from BUYER donor sites exhibit any of the long-term indicative signs of poor health described in the current Gopher Tortoise Permitting Guidelines and Regulations. Symptomatic tortoises will not be delivered to APES. If tortoises are determined to meet the health requirements from the current Gopher Tortoise Permitting Guidelines, APES shall be required to accept tortoises. BUYER is not required test for Upper Respiratory Tract Disease (URTD). However, any symptomatic Tortoises deemed potentially sick by APES staff will not be accepted.

IV. Delivery of Eggs

A. If eggs are encountered at BUYER donor sites, they shall be relocated in a separate and safe container or bucket. BUYER and APES will follow the procedures for handling and relocating tortoise eggs as detailed in the Gopher Tortoise Permitting Guidelines. We will not transfer the Tortoise eggs to another container and risk damage. Whatever they are delivered in will remain with APES and not be guaranteed to be returned.

Agenda Item R.29. 11/7/2023

SUBJECT

Approve Agreement No. 23 PLN124 between Polk County and State of Florida Department of Environmental Protection (FDEP) to fund project Polk County Comprehensive Vulnerability Assessment. (one-time revenue $500,000)

DESCRIPTION

Polk County grew by 24.29 percent between 2010 and 2021 from 602,095 to748,365, making Polk the 9th most populous county in Florida. The 2000 square miles of Polk County and its 17 municipalities experience repetitive flooding following small to medium intensity storms, causing undue stress to residents and threats to infrastructure.

To address these concerns, Polk County submitted a grant application to FDEP as a part of the resiliency planning program. The State awarded Polk County ($500,000) to complete a Polk County Comprehensive Vulnerability Assessment (Project) that will include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.) as well as inform a Local Mitigation Strategy (LMS). The Project will include public outreach and stakeholder engagement.

The Polk County Vulnerability Assessment will allow the County, in partnership with the 17 municipalities, to identify and analyze water issues, critical assets, historic resources, and vulnerable populations. The assessment will be conducted consistent with the requirements of s.380.093, Florida Statutes to assess the adverse impacts from flooding resulting from increased rainfall events and more frequent and severe weather systems. The assessment will include, but not be limited to: community and stakeholder engagement; inventory of critical assets in the County and municipalities; flood modeling; and preparation of a report, maps, and tables. This project will result in a detailed assessment and analysis for Polk County that will provide a foundation to prioritize highly vulnerable assets and human life so as to integrate resiliency and adaptive strategies into future planning documents.

Approval of this grant agreement allows Polk County to begin implementing the scope and work necessary to complete a Comprehensive Vulnerability Assessment. Polk plans to work in partnership with Central Florida Regional Planning Council to implement this grant agreement. There is no match requirement. The County will be reimbursed the entire $500,000 upon successful completion of the grant scope.

The project has been approved by STAC.

RECOMMENDATION

Approve Agreement No. 23 PLN124 between Polk County and State of Florida Department of Environmental Protection (FDEP) to fund project Polk County Comprehensive Vulnerability Assessment.

FISCAL IMPACT

Funds have been included in the Community Investment Program's Watershed/Water Quality Management Plans project.

CONTACT INFORMATION

Tabitha Biehl, Land and Water Natural Areas Manager
Parks and Natural Resources Division
(863) 534-7377
tabithabiehl@polk-county.net <mailto:tabithabiehl@polk-county.net>

Gaye Sharpe, Director
Parks and Natural Resources Division
(863) 534-7377
gayesharpe@polk-county.net <mailto:gayesharpe@polk-county.net>

REQUEST FOR LEGAL SERVICES

TO: County Attorney's Office

Attention: Breezi Hicks

FROM: Tabitha Biehl Ext. 534-7377 Mail: ~~286~~ PW06

DIV: Parks and Natural Resources

DATE: October 2, 2023

Request (In detail):

Polk County has been awarded a State of Florida Department of Environmental Protection (FDEP) Grant Agreement (Agreement #23PLN124) to conduct a Comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes, and an update to the Local Mitigation Strategy. The Vulnerability Assessment includes coordination with and analysis of 17 municipalities.

Grantee: Polk County, a political subdivision of the State of Florida
Agreement begin date: 7/1/22?? will that be changed
3. Agreement Duration → last sentence in A indicates "work performed prior to execution of this Agreement may be reimbursable or used for match purposes if permitted by Special Terms & Conditions"

Please indicate any time limits involved and attach all necessary documentation.

For County Attorney office use only:
Assign to: BHH21
County Attorney Project No.: 2023-617
Logged out: 10-16-23

Date: County Attorney OCT 03 2023

*must go to board for approval

changes made as requested TAB 10/13/23

I don't see any provision in Special Terms and Conditions. Have we expended any funds toward this project (that is my concern). (TURN OVER)

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Polk County Comprehensive Vulnerability Assessment**
Agreement Number: **23PLN124**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **Polk County, a political subdivision of the State of Florida**
Entity Type: **Local Government**

Grantee Address: **P.O. Box 988, Bartow, FL 33831-0988**
FEID: **59-6000809** (Grantee)

3. Agreement Begin Date: **11/07/2023**
Date of Expiration: **6/30/2025**

4. Project Number: *(If different from Agreement Number)*
Project Location(s): **Polk County**

Project Description: **The project will conduct a comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes, for Polk County.**

5. Total Amount of Funding: **$ 500,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☒ State ☐Federal	**FY 22-23 GAA Line Item #1776**	$ **500,000.00**
☐ State ☐Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ **500,000.00**

6. Department's Grant Manager
Name: **Andrea Pelton** or successor
Address: **Resilient Florida Program**, **2600 Blair Stone Road, MS235**, **Tallahassee, Florida 32399**
Phone: **850-245-2186**
Email: **Andrea.Pelton@FloridaDEP.gov**

Grantee's Grant Manager
Name: **Tabitha Biehl** or successor
Address: **Polk County**, **4177 Ben Durrance Road**, **Bartow, FL 33830**
Phone: **(863) 534-7377**
Email: **tabithabiehl@polk-county.net**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- ☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- ☒ Attachment 2: Special Terms and Conditions
- ☒ Attachment 3: Grant Work Plan
- ☒ Attachment 4: Public Records Requirements
- ☒ Attachment 5: Special Audit Requirements
- ☒ Attachment 6: Program-Specific Requirements
- ☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
- ☐ Attachment 8: Federal Regulations and Terms (Federal)
- ☐ Additional Attachments (if necessary):
- ☒ Exhibit A: Progress Report Form
- ☐ Exhibit B: Property Reporting Form
- ☒ Exhibit C: Payment Request Summary Form
- ☐ Exhibit D: Quality Assurance Requirements
- ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
- ☒ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808
- ☒ Additional Exhibits (if necessary): **Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification, Exhibit I: Vulnerability Assessment Compliance Checklist Certification**

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

Polk County **GRANTEE**

By _____ _____
(*Authorized Signature)* Date Signed

George Lindsey, Chairman

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____ _____
Secretary or Designee Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

ORCP Additional Signatures

_____
DEP Grant Manager, Andrea Pelton

_____
DEP QC Reviewer, Christina Rouslin

Grantee may add additional signatures below, if needed.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

g. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

h. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

i. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

j. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

k. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

    ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the

terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;

b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;

c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;

d. Failure to honor any term of the Agreement;

e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;

f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;

g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity;

may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan

Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
    ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
    iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the

Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 23PLN124

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Polk County Comprehensive Vulnerability Assessment. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting.
Subcontracting is not permitted under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Additional Terms.

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 23PLN124

ATTACHMENT 3

PROJECT TITLE: Polk County Comprehensive Vulnerability Assessment

PROJECT LOCATION: The Project is located in Polk County, Florida.

PROJECT DESCRIPTION:
Polk County (Grantee) will complete the Polk County Comprehensive Vulnerability Assessment (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.) as well as inform a Local Mitigation Strategy (LMS). The Project will include public outreach and stakeholder engagement.

TASKS AND DELIVERABLES:

Task 1: Kick Off Meeting

Description: The Grantee will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees should discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The kick-off meeting will be hosted by the Grantee and should identify potential representatives to serve on the project steering committee. Prior to the meeting, the Grantee will prepare the sign-in sheet, draft project schedule, and other meeting materials as necessary. The Grantee will prepare a draft list of representatives to serve on the project steering committee. It is recommended that the committee be limited to no more than 10 representatives to better manage meeting outcomes.

Deliverables: The Grantee will submit:

- **1.1:** A draft list of steering committee members;
- **1.2:** Kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting;
- **1.3:** A draft email to potential steering committee members to request their participation on the committee. The email shall include the project purpose, goals, schedule, project meeting dates and locations, and overall desired outcomes.

Task 2: Assemble Steering Committee

Description: The Grantee will review and approve the steering committee list and then distribute the draft email prepared in Task 1 to the steering committee members. The email requests steering committee member participation and to provide confirmation of acceptance or denial.

Deliverables: The Grantee will submit:

- **2.1:** The list of local representatives that have confirmed participation on the steering committee. The list shall include the name, organization/affiliation, position title, and contact information.

Task 3: Conduct Steering Committee Meetings

Description: The Grantee will coordinate and schedule the quantity, dates, times, and locations for the steering committee meetings, based on critical decision points in the project process. The purpose of the steering committee meetings is to assist in reviewing the goals of the project, review draft materials, provide input for study direction, assist in identifying geographic context, appropriate modeling methodologies, assist in identifying available data and resources, identify relevant assets, and review project findings and recommendations. A minimum of two steering committee meetings is recommended, at the beginning and end of the project, however, more may be necessary to provide guidance at critical decision points throughout the project process. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meetings, as applicable.

Deliverables: The Grantee will submit:

- **3.1:** Meeting agendas to include location, date, and time of meeting;
- **3.2:** Meeting sign-in sheets with attendee names and affiliation;
- **3.3:** A copy of the presentation(s) and any materials created for distribution at the meetings, as applicable;
- **3.4:** A summary report of committee recommendations and guidance, to include attendee input, meeting outcomes, methodologies selected, appropriate resources and data, relevant assets and review of study deliverables for accuracy and applicability.

Task 4: Public Outreach Meeting #1

Description: The Grantee will conduct at least two public outreach meetings during the project. The purpose of the first meeting is to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will submit:

- **4.1:** Meeting agendas to include location, date, and time of meeting;
- **4.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **4.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **4.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable;
- **4.5:** A summary report including attendee input and meeting outcomes.

Task 5: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the Vulnerability Assessment (VA), based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a) 1-4, F.S. GIS files and associated metadata must adhere to the

Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections can be used at the Grantees discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

Deliverables: The Grantee will submit:

- **5.1:** A technical report to outline the data compiled and findings of the gap analysis;
- **5.2:** A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable;
- **5.3:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a) 1-4, F.S.

Task 6: Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will submit:

- **6.1:** A draft Vulnerability Assessment report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario
- **6.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 7: Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will submit:

- **7.1:** An updated draft Vulnerability Assessment report that provides details on the findings of the exposure analysis and the sensitivity analysis and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards;

- **7.2:** An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 8: Public Outreach Meeting #2

Description: The Grantee will conduct a second public meeting to present the results from the exposure analysis, sensitivity analysis, and draft Vulnerability Assessment. The purpose of the second meeting is to allow the public to provide community-specific input on the results of the analyses and to reconsider methodologies and assumptions used in the analysis for refinement. Additionally, during this meeting, the Grantee will conduct exercises to encourage the public to prioritize focus areas of flooding, and the critical assets in preparation for the development of adaptation strategies and project development. Criteria should be established to guide the public's input for the selection of focus areas. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will submit:

- **8.1:** Meeting agendas to include location, date, and time of meeting;
- **8.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **8.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **8.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable;
- **8.5:** A summary report including attendee input and meeting outcomes, to include defining focus areas recommended by the community.

Task 9: Final Vulnerability Assessment Report, Maps, and Tables

Description: The Grantee will finalize the Vulnerability Assessment (VA) report pursuant to the requirements in s. 380.093, F.S., and based upon the steering committee and public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will submit:

- **9.1:** Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.;
- **9.2:** A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.;
- **9.3:** All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata;
- **9.4:** A signed Vulnerability Assessment Compliance Checklist Certification.

Task 10: Public Presentation

Description: The Grantee will present the final VA results to local governing boards, technical committees, or other appropriate officers and elected officials. The purpose of the presentation is to share the findings from the final VA and provide recommendations of actions for adaptation strategies and future project funding. The presentation will also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will submit:

- **10.1:** Meeting agendas to include location, date, and time of meeting;
- **10.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **10.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **10.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable;
- **10.5:** A summary report including attendee input and meeting outcomes.

Task 11: Local Mitigation Strategy

Description: The results of the Vulnerability Assessment can be used to inform a Local Mitigation Strategy (LMS) as required by the Florida Division of Emergency Management (FDEM). The LMS is usually developed at the county level and serves to reduce the risks associated with natural and man-made disasters, including sea level rise. The Grantee will work with the Local Mitigation Strategy Working Group (LMSWG) to ensure the Vulnerability Assessment Report is in alignment with the existing county LMS Plan and will be utilized during the planning process of future county LMS Plan updates.

Deliverables: The Grantee will submit:

- **11.1:** A letter to the Department and FDEM Mitigation Bureau Planning Unit, signed by the LMSWG Chair, or Designee, to include the following:
    - 1) Vulnerability Assessment Report will be incorporated as a reference in updating the next iteration of the LMS Plan, i.e., utilized in the next five-year update;
    - 2) Vulnerability Assessment Report will be included as an appendix to the next iteration of the LMS Plan; and
    - 3) the entity/entities that composed the VA report will be involved with the LMSWG through any of the following: at a minimum, be added to the contact list, attend meetings, participate in the planning process of the next major update; participate in the adoption of the LMS plan; and submit projects to the LMSWG to be included on LMS Prioritized Project List.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full

deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Kick-off Meeting	Contractual Services	$10,000	$0	$10,000	7/1/2022	3/31/2025
2	Assemble Steering Committee	Contractual Services	$5,000	$0	$5,000	7/1/2022	3/31/2025
3	Conduct Steering Committee Meetings	Contractual Services	$10,000	$0	$10,000	7/1/2022	3/31/2025
4	Public Outreach Meeting #1	Contractual Services	$15,000	$0	$15,000	7/1/2022	3/31/2025
5	Acquire Background Data	Contractual Services	$175,000	$0	$175,000	7/1/2022	3/31/2025
6	Exposure Analysis	Contractual Services	$80,000	$0	$80,000	7/1/2022	3/31/2025
7	Sensitivity Analysis	Contractual Services	$80,000	$0	$80,000	7/1/2022	3/31/2025

8	Public Outreach Meeting #2	Contractual Services	$15,000	$0	$15,000	7/1/2022	3/31/2025
9	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	$80,000	$0	$80,000	7/1/2022	3/31/2025
10	Public Presentation	Contractual Services	$10,000	$0	$10,000	7/1/2022	3/31/2025
11	Local Mitigation Strategy	Contractual Services	$20,000	$0	$20,000	7/1/2022	3/31/2025
		Total:	$500,000	$0	$500,000		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. 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 contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, 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 the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Award	Florida Department of Environmental Protection	22/23	37.098	Resilient Florida Programs	$500,000.00	140078
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$500,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6

1. Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.

2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.

3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.

4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:

   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

5. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.

6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

   The next printed line must identify the month and year of the publication.

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.

10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).

11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards), and raw data sources shall be defined within the associated metadata.

12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

EXHIBIT F

DEP AGREEMENT NO. 23PLN124

POLK COUNTY COMPREHENSIVE VULNERABILITY ASSESMENT

Polk County

Final Project Report

Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 23PLN124

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: ( ) _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

Photo/video/audio/artwork/recording file name(s): _____

Location of photo/video/audio recording/artwork: _____

Name of person accepting Work submission _____

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 23PLN124

Project Title: Polk County Comprehensive Vulnerability Assessment

Grantee:Polk County, a political subdivision of the State of Florida

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Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
VULNERABILITY ASSESSMENT COMPLIANCE CHECKLIST CERTIFICATION

Exhibit I

Required for all planning grant agreements.

DEP Agreement Number: 23PLN124

Project Title: Polk County Comprehensive Vulnerability Assessment

Grantee: Polk County, a political subdivision of the State of Florida

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In accordance with subsection 380.093(3), F.S., the following components, scenarios, data, and information are required for a comprehensive Vulnerability Assessment (VA). The checklist must be completed and submitted with the final VA Report deliverable, pursuant to Attachment 3, Grant Work Plan. The Grantee must abide by the Department's GIS Data Standards found on the Resilient Florida Program webpage at the link below:

https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards

Part 1 – Subparagraph 380.093(3)(c)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
a	☐	Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables.	
All electronic mapping data used to illustrate flooding and sea level rise impacts that are identified in the VA must be provided in the format consistent with the Department's GIS Data Standards and include the following three (3) items:			
b	◧	Geospatial data in an electronic file format.	
c	☐	GIS metadata.	
d	☐	List of critical assets for each jurisdiction, including regionally significant assets, that are impacted by flooding and sea level rise. The list must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset	

Part 2 – Subparagraphs 380.093(3)(d)1. and 380.093(3)(d)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
e	☐	Peril of Flood Compliance Plan amendments developed that address paragraph 163.3178(2)(f), F.S., if applicable.	

		☐ Not applicable ☐ Already in compliance	
f	☐	Depth of tidal flooding, including future high tide flooding, using thresholds published and provided by the Department.	
g	☐	To the extent practicable, analysis geographically displays the number of tidal flood days expected for each scenario and planning horizon. *(optional)*	
h	☐	Depth of current and future storm surge flooding using publicly available NOAA or FEMA storm surge data. (*check one*) ☐ NOAA data ☐ FEMA data	
i	☐	Initial storm surge event equals or exceeds current 100-year flood event.	
j	☐	Higher frequency storm analyzed for exposure of a critical asset. *(optional, but must provide additional detail if included)*	
k	☐	To the extent practicable, rainfall-induced flooding was considered using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. *(required if item e is not applicable)*	
l	☐	Future boundary conditions have been modified to consider sea level rise and high tide conditions. *(optional)*	
m	☐	Depth of rainfall-induced flooding for 100-year storm and 500-year storm event. *(required if item e is not applicable)*	
n	☐	To the extent practicable, compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding. *(optional)*	

Part 3 – Subparagraph 380.093(3)(d)3., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
o	☐	All analyses performed in North American Vertical Datum of 1988.	
p	☐	Includes at least two local sea level rise scenarios, which must include the 2017 NOAA intermediate-low and intermediate-high sea level rise projections.	
q	☐	Includes at least two planning horizons, which must include years 2040 and 2070.	
r	☐	Utilizes local sea level data that has been interpolated between the two closest NOAA tide gauges.	
s	☐	Local, publicly available, sea level data was taken from one of the two closest NOAA tide gauges, which must be the gauge with the highest mean sea level *(if so, provide Department approval)*.	

Identify all counties and municipalities that are included in this Vulnerability Assessment:

I certify that, to the Grantee's knowledge, all information contained in this completed Vulnerability Assessment Compliance Checklist is true and accurate as of the date of the signature below.

Grantee's Grant Manager Signature

Print Name

Date

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

_____ is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Andrea Pelton

Title:

Signature: Date:

Agenda Item R.30. 11/7/2023

SUBJECT

Approve Interlocal Agreement between Polk County and Central Florida Regional Planning Council (CFRPC) to implement Polk County Comprehensive Vulnerability Assessment. (one-time expense $500,000)

DESCRIPTION

Polk County has been awarded a State of Florida Department of Environmental Protection (FDEP) Grant Agreement (Agreement #23PLN124) to conduct a Comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes, and an update to the Local Mitigation Strategy. The Vulnerability Assessment includes coordination with and analysis of 16 municipalities. The City of Bartow was directly awarded a Vulnerability Assessment.

The County will work with the Central Florida Regional Planning Council (CFRPC) to complete the Grant Work Plan. An Interlocal Agreement between the CFRPC and the County is included.

The final products will include:

1) Final Vulnerability Assessment Report

a) Results and conclusions, including illustrations via maps and tables, based on the statutorily required scenarios and standards in s. 380.093, F.S.;

b) List of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.;

c) Electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and

d) a signed Vulnerability Assessment Compliance Checklist Certification.

2) Public Presentation

Presentation of the final VA results to local governing boards, technical committees, or other appropriate officers and elected officials. The purpose of the presentation is to share the findings from the final VA and provide recommendations of actions for adaptation strategies and future project funding. The presentation will also inform the public of the results and the future risk of increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities.

3) Local Mitigation Strategy

The results of the VA will be used to inform the County's Local Mitigation Strategy (LMS) as required by the Florida Division of Emergency Management (FDEM).

The project has been approved by STAC.

RECOMMENDATION

Approve Interlocal Agreement between Polk County and Central Florida Regional Planning Council (CFRPC) to implement Polk County Comprehensive Vulnerability Assessment.

FISCAL IMPACT

Funds are budgeted and available in the Special Revenue Grant Fund within the Watershed/Water Quality Management Plans project.

CONTACT INFORMATION

Tabitha Biehl, Land and Water Natural Areas Manager
Parks and Natural Resources Division
(863) 534-7377
tabithabiehl@polk-county.net <mailto:tabithabiehl@polk-county.net>

Gaye Sharpe, Director
Parks and Natural Resources Division
(863) 534-7377
gayesharpe@polk-county.net <mailto:gayesharpe@polk-county.net>

REQUEST FOR LEGAL SERVICES

TO: County Attorney's Office

Attention: Breezi Hicks

FROM: Tabitha Biehl Ext. 534-7377 Mail: ~~206~~ PW06

DIV: Parks and Natural Resources

DATE: October 2, 2023

Request (In detail):

Polk County has been awarded a State of Florida Department of Environmental Protection (FDEP) Grant Agreement (Agreement #23PLN124) to conduct a Comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes, and an update to the Local Mitigation Strategy. The Vulnerability Assessment includes coordination with and analysis of 17 municipalities.

The County will work with the Central Florida Regional Planning Council (CFRPC) to complete the Grant Work Plan. An Interlocal Agreement between the CFRPC and the County is included for review for approval. *Needs Board approval ~~*Board approval needed~~ *see revisions p.3

Changes made as requested TAB 10/13/23

Please indicate any time limits involved and attach all necessary documentation.

For County Attorney office use only:
Assign to: BREEZI Date: County Attorney
County Attorney Project No.: 2023-618 OCT 03 2023
Logged out:

10-6-23

INTERLOCAL AGREEMENT

BETWEEN

Central Florida Regional Planning Council (COUNCIL)

and

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

This Interlocal Agreement ("Agreement"), entered into as of the Effective Date as set forth below, pursuant to and in compliance with the "Florida Interlocal Cooperation Act of 1969," Section 163.01, Florida Statutes (referred to herein as "the Act"), by the Central Florida Regional Planning Council (referred to herein as the "COUNCIL"), a Florida state agency existing and operating pursuant to the "Florida Regional Planning Council Act," Sections 186.501-186.513, Florida Statutes, and Polk County, a political subdivision of the State of Florida, (referred to herein as the "COUNTY"). The COUNCIL and the COUNTY shall collectively be referred to herein as "PARTIES".

BACKGROUND

A. The COUNTY entered into a Grant Agreement (#23PLN124) with the State of Florida Department of Environmental Protection ("FDEP"), hereafter, together with the Attachments and Exhibits attached thereto, collectively referred to as the "GRANT AGREEMENT", a copy of which is attached hereto as **Exhibit "A"** for the purpose of preparing a Comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes as well as inform a Local Mitigation Strategy for Polk County.

B. The COUNTY desires to engage the COUNCIL to provide professional services to assist the COUNTY to complete the Comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes as well as inform a Local Mitigation Strategy as detailed in ATTACHMENT 3, Grant Work Plan, of the GRANT AGREEMENT.

C. The COUNCIL acknowledges the GRANT AGREEMENT between the State of Florida Department of Environmental Protection and the COUNTY which is provided as **Exhibit "A"** of this Agreement.

D. The COUNCIL desires to provide such professional services in accordance with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto do mutually agree as follows:

I. GENERAL

The COUNTY engages the COUNCIL to assist the COUNTY in completing the Comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes as well as inform a Local Mitigation Strategy as detailed in ATTACHMENT 3, Grant Work Plan, of the GRANT AGREEMENT. The COUNCIL shall provide professional services required under this Agreement with the COUNTY.

II. SCOPE OF WORK

The COUNCIL shall perform, in a satisfactory and proper manner, the work and services detailed in ATTACHMENT 3, Grant Work Plan, of the GRANT AGREEMENT, and provided as Attachment A of this Agreement, and shall satisfy all requirements of the guidelines specified therein.

III. COMPENSATION

As consideration for performance of Work, the COUNTY agrees to pay a fee not to exceed $500,000 (five hundred thousand dollars) to be paid in eleven (11) payments as follows.

Task No.	Task Title	Total Amount	Task Due Date
1	Kick Off Meeting	$10,000	11/30/2023
2	Assemble Steering Committee	$5,000	11/30/2023
3	Conduct Steering Committee Meetings	$10,000	1/31/2024
4	Public Outreach Meeting #1	$15,000	1/30/2024
5	Acquire Background Data	$175,000	3/8/2024
6	Exposure Analysis	$80,000	9/30/2024
7	Sensitivity Analysis	$80,000	11/30/2024
8	Public Outreach Meeting #2	$15,000	11/30/2024
9	Final Vulnerability Assessment Report, Maps, and Tables	$80,000	3/31/2025
10	Public Presentation	$10,000	3/31/2025
11	Local Mitigation Strategy	$20,000	3/31/2025
	Total	$500,000	

Payment shall be made upon receipt of an acceptable completed invoice and deliverable from the COUNCIL. Because the FDEP GRANT AGREEMENT is cost reimbursable, the COUNTY will be reimbursed after proof of payment to the COUNCIL is provided. Project deliverables will be consistent with the Grant Work Plan provided in Attachment A of this Agreement and Attachment 3 of the GRANT AGREEMENT.

IV. PERIOD OF AGREEMENT

The services of the COUNCIL are to commence upon execution of this Agreement. Work shall be complete by March 31, 2025.

V. MODIFICATION OF AGREEMENT

A. Either PARTY may request changes in the services or Scope of Work to be performed by the COUNCIL pursuant to this Agreement, including adjustments in the funds provided under the Agreement if necessary and appropriate; however, any such changes shall be mutually agreed upon by and between the PARTIES, and memorialized into a written amendment to this agreement.

B. Any extensions or modifications of this Agreement shall be mutually agreed upon by and between the COUNTY and the COUNCIL and shall be incorporated in written amendments to this Agreement signed by both PARTIES.

VI. TERMINATION

A. Either PARTY may terminate this Agreement without cause with a minimum of thirty (30) days written notice. Written notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

B. In the event the Agreement is terminated, the COUNCIL will be paid an amount commensurate with the work satisfactorily completed as of the effective date of termination based on Work performed in accordance with the tasks contained in the scope of work and corresponding hourly costs of the employees involved in completing the work.

VII. COMPLIANCE WITH LAWS, JURIDICTION, AND VENUE

A. The COUNCIL warrants, represents, and agrees that it will comply with all federal, state, and local laws, rules, and regulations applicable to the fulfillment of the requirements of this Agreement.

B. Any legal action by either PARTY against the other concerning this Agreement shall be filed in Polk County, Florida, which shall be deemed proper jurisdiction and venue for the action.

VIII. INDEPENDENT CONTRACTOR

A. The PARTIES agree that COUNCIL, its officers, agents, and employees, in performance of this Agreement, shall act in the capacity of an independent contractor. The COUNCIL agrees to take such steps as may be necessary to ensure that each subcontractor of the COUNCIL will be deemed to be an independent contractor and will not be considered or permitted to be an agent of the COUNTY or the State of Florida.

B. The COUNCIL shall not pledge the COUNTY's, the State of Florida's nor the Florida Department of Equal Opportunity's credit, nor make the COUNTY, State of Florida or Department of Equal Opportunity a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

C. The COUNCIL represents that it has, or will secure at its own expense, personnel necessary to perform the services under this Agreement.

D. The COUNCIL shall continuously staff the Work with COUNCIL personnel or appropriate consultants as deemed necessary by the COUNCIL to fulfill its obligations under this Agreement. Qualified persons may be added, deleted, or substituted at any time during the period of this Agreement, as the COUNCIL may deem necessary or appropriate.

IX. DATA TO BE FURNISHED TO COUNCIL

Upon reasonable request by the COUNCIL, the COUNTY shall provide to the COUNCIL all information, data reports, records, and maps in its possession, or which become available to it, that are necessary for the execution of Work of the COUNCIL under this Agreement.

X. RIGHT TO WORK PRODUCTS

Copies of all writings, maps, charts, reports, findings, and other relevant non-copyrighted material shall become the property of the COUNTY upon final payment for the services included herein.

XI. ASSIGNMENT

This Agreement shall not be assignable.

XII. UNAUTHORIZED ALIENS

The COUNCIL shall not knowingly employ unauthorized aliens as described in Section 274A(e) of the Immigration and Nationality Act.

XIII. EMPLOYMENT ELIGIBILITY VERIFICATION

(a) *Definitions.* As used in this paragraph

Employee assigned to this Agreement means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under this Agreement. An employee is not considered to be directly performing work under this Agreement if the employee—

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the agreement.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of this Agreement or a subcontract under this Agreement. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for COUNCIL or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the United States Virgin Islands.

(b) *Enrollment and verification requirements.*

(1) The COUNCIL must be enrolled in E-Verify at time of execution of this Agreement, and the COUNCIL shall use E-Verify to initiate verification of employment eligibility of—

(i) *All new employees.*

(A) *Enrolled 30 calendar days or more.* The COUNCIL shall initiate verification of employment eligibility of all new hires of the COUNCIL, who are working in the State of Florida, whether or not assigned to this Agreement, within three (3) business days after the date of hire; or

(B) *Enrolled less than 30 calendar days.* Within 30 calendar days after enrollment in E-Verify, the COUNCIL shall initiate verification of employment eligibility of all new hires of the COUNCIL who are working in the State of Florida, whether or not assigned to this Agreement, within three (3) business days after the date of hire.

(ii) *Employees assigned to this Agreement.* For each employee assigned to this Agreement, the COUNCIL shall initiate verification of employment eligibility, to the extent allowed by the E-Verify program, within 30 calendar days after date of execution of this Agreement or within 30 days after assignment to this Agreement, whichever date is later.

(2) The COUNCIL shall comply, for the period of performance of this Agreement, with the requirements of the E-Verify program Memorandum of Understanding (MOU). Termination of the COUNCIL's MOU and denial of access to the E-Verify system by the Department of Homeland Security or the Social Security

Administration or the U.S. Citizenship and Immigration Service is an event of default under this Agreement.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the U.S. Citizenship and Immigration Service's Web site: *http://www.uscis.gov.*

(d) *Individuals previously verified.* The COUNCIL is not required by this paragraph to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by the COUNCIL through the E-Verify program.

(e) *Subcontracts.* The COUNCIL shall include, and shall require the inclusion of, the requirements of this paragraph, including this subparagraph (e) (appropriately modified for identification of the parties), in each subcontract that includes work performed in the United States under this Agreement.

XIV. SUBCONTRACTS

The COUNCIL agrees to perform work consistent with the provisions of subcontracts in the FDEP GRANT AGREEMENT.

XV. DISCRIMINATORY VENDOR

The COUNCIL affirms it is aware of the provisions of Section 287.134(2)(a), Florida Statutes, and that at no time has the COUNCIL been placed on the Discriminatory Vendor List. The COUNCIL further agrees that it shall not violate such law during the term of this Agreement.

XVI. NON-DISCRIMINATION

The COUNCIL shall not discriminate against any employee in the performance of this Agreement, or against any applicant for employment because of age, race, sex, creed, color, handicap, national origin, or marital status.

XVII. HARASSMENT-FREE WORKPLACE

The COUNCIL shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

XVIII. PUBLIC ENTITY CRIMES

The COUNCIL affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes, and that at no time has the COUNCIL been convicted of a Public Entity Crime. The COUNCIL agrees it shall not violate such law and further acknowledges and agrees

that any conviction during the term of this Agreement may result in termination of this Agreement in accordance with Section 287.133(4).

XVIX. LOBBYING

The COUNCIL shall not use any funds received pursuant to this Agreement for lobbying the Florida Legislature, the judicial branch, or any state agency.

XVXX. TERMS AND CONDITIONS

This Agreement and attachments incorporated by reference constitute all the terms and conditions agreed upon by the parties. If any term or provisions of this Agreement is found to be illegal, invalid, or unenforceable, then such term or provision shall be severed from this Agreement. This Agreement and the rights and obligations of the Parties shall be construed as if this Agreement did not contain such severed term or provision, and this Agreement otherwise shall remain in full force and effect.

XVXXI. NOTICE

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the County and to the Clerk. All notices required and/or made pursuant to this Agreement to be given to the County and the Clerk shall be writing and given by way of hand delivery or the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record. Notices shall be effective upon receipt or upon refusal to accept receipt of the notice.

A. The representative of the COUNTY responsible for the administration of this Agreement is:

Ms. Tabitha Biehl
Land & Water Natural Areas Manager
Polk County Parks & Natural Resources Division
4177 Ben Durrance Rd
Bartow, Fl 33830
Environmental Lands Program: 863-534-7377
Polk's Nature Discovery Center
At Circle B Bar Reserve
4399 Winter Lake Road
Lakeland, FL 33803
Polk's Nature Discovery Center: 863-668-4673
E-Mail: TabithaBiehl@polk-county.net

B. The representative of the COUNCIL responsible for the administration of this Agreement is:

Ms. Jennifer Codo-Salisbury
Executive Director
Central Florida Regional Planning Council
555 East Church Street
Bartow, FL 33830

Office Phone: (863) 534-7130, ext. 178
E-Mail: jcodosalisbury@cfrpc.org

C. In the event that the representatives change, notice of the name, title, and address of the new representative should be provided to the other Party's representative.

XVXXII. PUBLIC RECORDS

A. Public Records Law. If COUNCIL meets the definition of "Contractor" in Section 119.0701(1)(a), Florida Statutes, COUNCIL shall comply with the following:

1. COUNCIL acknowledges 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. COUNCIL further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, COUNCIL shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

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

a. keeps and maintain public records required by COUNTY to perform the services required under this Agreement;

b. upon request from the COUNTY's Custodian of Public Records or his/her designee, provide 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;

c. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if COUNCIL does not transfer the records to COUNTY; and

d. upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of COUNCIL or keep and maintain public records required by COUNTY to perform the

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

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

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

XVXXIII. EFFECTIVE DATE.

The "Effective Date" of this Agreement will be the date a fully executed counterpart is filed with the Clerk of the Circuit Court of Polk County, Florida, in accordance with Section 163.01, Florida Statutes. The COUNTY will be responsible for filing the counterparts with the Clerk and for any costs related thereto.

***IN WITNESS WHEREOF**, the COUNTY and the COUNCIL have hereunto set their hands and seals and executed this Agreement on the _____ day of _____, 2023.*

CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

By: _____
Jennifer Codo-Salisbury
Executive Director

Date: _____

_____
Witness Signature

_____
Witness Printed Name

_____
CFRPC Attorney

POLK COUNTY,
a political subdivision of the State of Florida

_____
George Lindsey, III, Chairman

Date: _____

ATTEST: Stacy M. Butterfield, CPA
Clerk of Courts and County Comptroller

_____
Deputy Clerk

Reviewed as to form and legal sufficiency:

_____
County Attorney's Office

Exhibit "A"

COMMUNITY PLANNING TECHNICAL ASSISTANCE

GRANT AGREEMENT

STATE OF FLORIDA

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Agreement to be inserted following signing of County and the State of Florida Department of Environmental Protection.

Agenda Item R.31. 11/7/2023

SUBJECT

Approve the T. Mark Schmidt grant agreement between the Florida Department of Agriculture and Consumer Services (FDACS) and Polk County for the Bone Valley ATV Park Motocross Track ($246,302.75 one-time grant revenue).

DESCRIPTION

In 2009 Polk County purchased 200+/- acres from Mosaic Fertilizer, LLC for the development of an ATV park. The facility, now known as Bone Valley ATV Park, opened to the public in February 2015. In 2016, staff received grant funding to complete Phase 2 of park development, which was completed in November 2019.

As part of the Original Purchase Agreement, Mosaic provided a First Right of Refusal clause for the purchase of additional property for future expansion. In July 2017, the County exercised the clause by purchasing +/- 300 additional acres adjacent to the original property. Prior to the County acquiring the property, Mosaic completed some reclamation and secured permitting to continue the reclamation. In May 2019, the County, Mosaic, and FDEP executed an agreement that allowed the County to assume and modify the reclamation permit. The agreement also made Polk County eligible to receive grant funding from the State's Non-Mandatory Land Reclamation Program for construction activities.

With funding and agreements in place to aid in the development of the expansion property, staff moved forward with applying for grants to assist with the funding of a bridge over CR 630, which would safely connect the two park properties. The County was subsequently awarded funding from multiple grants to assist with the design, permitting, and construction of a bridge, which is expected to be complete in January 2024.

With a mechanism in place to safely connect the two park properties, staff is now focusing on the development of the expansion property located to the north of the current property. Phase 1 is slated to include the construction of additional riding trails and the design, permitting, and construction of a motocross course. The motocross course on the original property has increased in popularity over the last few years, which has resulted in some safety and maintenance concerns. The construction of an additional course will not only enhance the rider's experience, it will also provide for future event opportunities and will alleviate pressure put on staff when trying to maintain the conditions of the current course. Staff applied for and were awarded a T. Mark Schmidt grant, which will help fund the design and construction of a world class motocross course. The grant garners $245,302.75 for a County match of $61,575.69.

RECOMMENDATION

Request the Board approve the terms of the agreement with the Florida Department of Agriculture and Consumer Services for the T. Mark Schmidt Grant.

FISCAL IMPACT

Funds are budgeted in the Special Revenue Grant Fund.

CONTACT INFORMATION

Michael Callender, Parks and Recreation Manager
Parks and Natural Resources Division
(863) 534-4340
mikecallender@polk-county.net

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

REQUEST FOR LEGAL SERVICES

TO: COUNTY ATTORNEY'S OFFICE (AT01)

ATTENTION: (CHECK ONE)
Breezi Hicks ✓
Sandi Howard ___

FROM: Brandy Gray 863-534-7377 (Name and Phone Number)

DATE: 10/11/2023

RETURN TO: Brandy Gray PW06 (Name and **Box** Number)

DIVISION: Parks and Natural Resources

BOARD AGENDA DATE: ___

COUNTY MANAGER ITEM: ☐

PROJECT: grant for the construction of a motocross track at Bone Valley ATV Park

CSA/CONTRACT NUMBER: ___

MODIFICATION NUMBER: ___ CHANGE ORDER NUMBER: ___

TYPE OF AGREEMENT: T. Mark Schmidt Grant - State Financial Assistance Recipient Agreement

NAME OF CONSULTANT/CONTRACTOR: ___

Please indicate any time limits and attach all necessary documentation.

REQUEST IN DETAIL: Please review the State Financial Assistance Recipient Agreement with the Florida Department of Agriculture and Consumer Services for funding from the T. Mark Schmidt Off Highway Vehicle Grant.

10/19/23 - Good to go BKH

Please review attachments for the Board Agenda date indicated and return APPROVED documents at your earliest conveninence. THANK YOU.

For CAO Use Only:

County Attorney
OCT 19 2023

Assigned Staff: Breezi Log-In Date: ___

CAO Project Number: 2023 670 Log-Out Date: 10-20-23

DocuSign Envelope ID: 5F5FD5FD-A923-4E50-8924-5D923DED9313

ulture and Consumer Services
Division of Administration, Director's Office

INTERNAL CONTRACT ROUTE SLIP

Division:	**FLORIDA FOREST SERVICE**	Date:	**08/22/2023**
Contract Manager:	**WAN, BIN**	Contract :	**30395**
Contract Period:	**Upon Execution** To **06/30/2024**	Org Code:	**42110604300**
Procurement Method:	**EXEMPT - GOVERNMENT AGENCIES**		
Appropriation Category:	**100619**	EO:	**HW**
Funding: General Revenue:	**NO** Federal Funding: **NO**	Obj. Code:	**751000**
Trust Fund Name	**INCIDENTAL TRUST FUND DACS**		

Services Required:

T. MARK SCHMIDT OHV SAFETY AND RECREATION GRANT: Construction of a motocross track at the Bone Valley ATV Park.

Vendor Name: **POLK CO A POLITICAL SUBDIVISION**

Commodity Code:		Contractor's FEID#	**F596000809258**
Rate of Compensation:		Contract Amount:	**$246,302.75**

Division Director: _____ _____
Signature Date

Authorized Supervisor: _____ _____
Signature Date

********** **BELOW FOR USE BY DIVISION OF ADMINISTRATION ONLY** **********

Contract Administrator: Joseph Duncan 9/25/2023
Signature Date

Legal Section: Genevieve Hall 9/25/2023
Signature Date

Finance and Accounting: _____ _____
Signature Date

Purchasing Director: _____ _____
Signature Date

Planning and Budgeting: _____ _____
Signature Date

DACS-01084 05/01

Scan Documents using Request Number : **17153601**

DocuSign Envelope ID: 5F5FD5FD-A923-4E50-8924-5D923DED9313

INTERNAL CONTRACT ROUTE SLIP

FACTS INFORMATION

Contract Number **30395**

Original Contract Amt **$246,302.75** DFS Contract Type **GD**

Long Title **POLK CO A POLITICAL SUBDIVISION**

Short Title **POLK CO A** Authorized Advance Payment **N**

Execution Date _____ Effective Date _____ Expiration Date **06/30/2024**

State Term Contract or Alternate Source ID _____

Contract Exempt Justification

Government Agencies

Agency Solicitation Num _____

Business Case Study **N** Case Study Date _____

Legal Challenges to Procurement **N**

Legal Challenge Description

Contract Statutory Authority **589.04**

Provide for Administrative Cost **N** Administrative Cost Percent _____ %

Provide for Periodic Increase **N** Periodic Increase Percent _____ %

Was the Contract Function Previously performed by the State? **N**

Was the Contract Function Considered for Insourcing Back to the State? **N**

Did the Vendor make Capital Improvements on State Property? **N**

Capital Improvement Description

Value of Capital Improvements? _____

Value of Unamortized Capital Improvements? _____

Contract involves State or Fed Financial Aid State Fed **Y**

Recipient Type **C** **LOCAL GOVERNMENT**

DocuSign Envelope ID: 5F5FD5FD-A923-4E50-8924-5D923DED9313

Vendor List

Vendor Number	Name	Address	Phone Number
F596000809	POLK CO A POLITICAL SUBDIVIS	4177 BEN DURRANCE ROAD	5347377

Funding Sets

Org Code	EO	Obj Code	App Cat	Amount	FY	Effective Dt	RE-NR
Account Code			Fund Description				
42110604300	HW	751000	100619	$ 246,302.75		07/01/2023	RE
42202381001421104000010061900			INCIDENTAL TRUST FUND DACS				

Division List

FLORIDA FOREST SERVICE

Approvers List

Approver	Date	Routing Stop
LEHNERT, KAREN	09/12/23 08:22	DOF FINANCE
SMART, VANESSA M	09/12/23 11:59	FFS FISCAL LIAISON
STYS, JOHN E	09/14/23 08:55	DIVISION DIRECTOR - FLORIDA FOREST SERVICE
DUNCAN, JOSEPH	09/22/23 15:24	CONTRACT ADMIN 1ST STOP
EDWARDS, D A	09/25/23 07:12	DEPUTY CHIEF OF STAFF FOR OPERATIONS
WISEHEART, MARSHALL G	09/25/23 10:21	POLICY AND BUDGET
ADAMS, KELLY M	09/25/23 10:25	FINANCE AND ACCOUNTING
FAIRCLOTH, MICHELLE O	09/25/23 11:39	GENERAL SERVICES

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Deliverables

Commodity Code	Commodity	Method of Payment	Major Deliverable Price
93141904	**Agricultural or rural cooperatives services**	**COST REIMBURSEMENT**	**$246,302.75**

Non Price Justification

Source Documentation Reference Page

2

Major Deliverable

See Scope of Work

Performance Metrics

See Scope of Work

Financial Consequences

The Department shall have all rights and remedies provided at law or in equity, including without limitation the following: Temporarily withhold cash payments, disallow all or part of the cost of the services not in compliance, or wholly or partly suspend or terminate the contract.

CSFA

CSFA Code	Description
42.020	OFF-HIGHWAY VEHICLE SAFETY AND RECREATION (OHV)

CFDA

Code	Description

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FDACS CONTRACT# 30395

Florida Department of Agriculture and Consumer Services
Division of Administration

STATE FINANCIAL ASSISTANCE RECIPIENT AGREEMENT

WILTON SIMPSON
COMMISSIONER

This AGREEMENT, made and entered into on_____, by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, the DEPARTMENT, and Polk County, a political subdivision of the State of Florida, the RECIPIENT.

ARTICLE 1: TERM

1.1 Contract Period: Upon execution through June 30,2024.

1.2 Extension and Renewal.

1.2.1 Extension of a contract for contractual services shall be in writing for a single period only not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the RECIPIENT.

1.2.2 Contracts for commodities or contractual services may be renewed on a yearly basis for no more than three (3) years, or for a period no longer than the term of the original contract, whichever period is longer. Renewal of a contract for commodities or contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. Renewals shall be contingent upon satisfactory performance evaluations by the DEPARTMENT and subject to the availability of funds. Renewal costs may not be charged by the RECIPIENT. Exceptional purchase contracts (single source and emergency contracts) pursuant to Section 287.057(3)(a) and (c), Florida Statutes, may not be renewed.

ARTICLE 2: SERVICES

2.1 Scope of Work. The RECIPIENT agrees to provide the following commodities and/or services:
Procure contractual services to construct a Motocross Track for the Bone Valley ATV Park, which includes materials (sediment barrier, berm/embankment, and road clay) and

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construction (clearing and grubbing, excavation, track construction, and mobilization). See Attachment A for additional details. The completion of the Motocross Track is planned for June 2024.

2.2 The Department of Management Services' designated United Nations Standard Products and Services Code (UNSPSC) is: 93141904.

2.3 Deliverables. The RECIPIENT must provide the following quantifiable, measurable and verifiable units of deliverables which must be received and accepted in writing by the contract manager before payment. These deliverables are directly related to the Scope of Work specifying minimum levels of service to be performed and criteria for evaluating the successful completion of each deliverable.

1. Documentation of delivery of all construction materials (listed above in section 2.1 and in Attachment A) to the project site (photographs and shipping information to clearly show amount of material delivered).
2. Documentation of all construction tasks (listed above in section 2.1 and Attachment A) at the project site (photographs of before and after, receipts of work completed).
3. Quarterly progress reports on the status of Motocross Track construction, which should include site photographs showing progress. Progress reports will be due by December 31, 2023, March 31, 2024, and June 30, 2024.
4. This is an 80/20 grant. The RECIPIENT shall provide 20% or $61,575.69 in expense or in-kind match, and documentation of match.
5. Deliverables must be complete and invoices paid by June 30, 2024 to be eligible for reimbursement under this agreement.
6. Final project report will be due upon motocross track completion.

2.4 Financial Consequences. Failure to meet the deliverables of this AGREEMENT shall result in a financial consequence. The RECIPIENT shall perform all deliverables within the time frame established in this AGREEMENT. The DEPARTMENT shall reduce payment by: Invoices received for goods/services stipulated in the scope of work/deliverables without proper supporting documentation will result in non-payment until satisfactory documentation is accepted and approved by the DEPARTMENT.

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2.5 Department Services. The DEPARTMENT agrees to provide the following services: N/A

ARTICLE 3: COMPENSATION & EXPENSES

3.1 The DEPARTMENT will pay the RECIPIENT as follows:
The DEPARTMENT shall reimburse the RECIPIENT $246,302.75 upon verification of the satisfied deliverables and sufficient reimbursement document(s) that are submitted quarterly.

3.1.1 The DEPARTMENT may make partial payments to the RECIPIENT upon partial delivery of services when a request for such partial payment is made by the RECIPIENT and approved by the DEPARTMENT.

3.2 Travel Expenses. Justified and reasonable travel expenses which are directly and exclusively related to the services rendered under this AGREEMENT will be reimbursed in accordance with Section 112.061, Florida Statutes. Authorization for travel expenses must be specified in this AGREEMENT.

3.3 Invoices. Bills for services shall be submitted to the DEPARTMENT in detail sufficient for a proper pre-audit and post-audit thereof.

3.3.1 Section 215.422, Florida Statutes, provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the purchase order specifies otherwise. With the exception of payments to health care providers for hospital, medical or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the date the goods or services are received, inspected and approved, a separate interest penalty set by the Chief Financial Officer pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 617-7200 or Purchasing Office at (850) 617-7181.

3.3.2 Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

3.4 Transaction Fee. RECIPIENT shall be pre-qualified as meeting mandatory requirements and qualifications and shall remit

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fees pursuant to Section 287.057(22), F.S., and any rules implementing Section 287.057, F.S.

3.5 Dispute Resolution. If a dispute over fees invoiced under this AGREEMENT arises, the parties shall work to resolve the dispute informally at first. Should the parties be unable to resolve the dispute informally, the DEPARTMENT and RECIPIENT shall participate in mandatory binding arbitration.

3.5.1 Pursuant to Section 215.422(5), Florida Statutes, the Department of Financial Services has established a Vendor Ombudsman to act as an advocate for vendors. The Vendor Ombudsman may be reached at (850) 413-5516 or by calling the Department of Financial Services' Hotline, 1-877-693-5236.

3.6 Contingency. In accordance with Section 287.0582, Florida Statutes, the DEPARTMENT's performance and obligation to pay under this AGREEMENT is contingent upon an annual appropriation by the Legislature. Payments under this AGREEMENT are further subject to the approval of the State Chief Financial Officer (Department of Financial Services).

ARTICLE 4: INTELLECTUAL PROPERTY

4.1 Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this contract shall become the exclusive property of the DEPARTMENT and may be copyrighted, patented or otherwise restricted as provided by Florida or federal law. Neither the RECIPIENT nor any individual employed under this contract shall have any proprietary interest in the product.

4.2 With respect to each deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the DEPARTMENT.

4.3 In the event it is determined as a matter of law that any such work is not a "work for hire," RECIPIENT shall immediately assign to the DEPARTMENT all copyrights subsisting therein for the consideration set forth in the contract and with no additional compensation.

4.4 The foregoing shall not apply to any preexisting software, or other work of authorship used by RECIPIENT to create a deliverable but which exists as work independent of the deliverable, unless the preexisting software or work was developed by RECIPIENT pursuant to a previous contract with

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the DEPARTMENT or a purchase by the DEPARTMENT under a State Term Contract.

4.5 The RECIPIENT shall fully indemnify, defend, and hold harmless the DEPARTMENT from any suits, actions, damages and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellection property right, provided, however, the foregoing obligation shall not apply to the DEPARTMENT's misuse or modification of RECIPIENT's products or DEPARTMENT's operation or use of RECIPIENT's product in a manner not contemplated by the AGREEMENT. If any product is the subject of an infringement suit, or in the RECIEPIENT's opinion is likely to become the subject of such a suit, the RECIPIENT at its sole expense shall procure for the DEPARTMENT the right to continue using the product or to modify it to become non-infringing. If the RECIPIENT is not reasonably able to modify or otherwise secure for the DEPARTMENT the right to continue using the product, the RECIPIENT shall remove the product and refund the DEPARTMENT the amounts paid in excess of a reasonable rental for past use. The DEPARTMENT shall not be liable for any royalties.

4.6 The RECIPIENT's obligations under the preceding paragraph with respect to any legal action are contingent upon the DEPARTMENT giving RECIPIENT (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at the RECIPIENT's sole expense, and (3) assistance in defending the action at the RECIPIENT's sole expense. The RECIPIENT shall not be liable for any cost, expense, or compromise incurred or made by the DEPARTMENT in any legal action without the RECIPIENT's prior written consent, which shall not be unreasonably withheld.

ARTICLE 5: ACKNOWLEDGMENTS, REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 RECIPIENT acknowledges and agrees that any articles that are the subject of, or required to carry out this AGREEMENT, in accordance with Section 287.042, Florida Statutes, shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit

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agency are concerned. Available products, pricing and delivery information may be obtained by contacting: RESPECT of Florida, 2475 Apalachee Parkway, Suite 205, Tallahassee, Florida 32301-4946, telephone number (850) 942-3555 and fax number (850) 942-7832.

5.2 RECIPIENT acknowledges and agrees that any articles which are the subject of, or required to carry out this AGREEMENT, in accordance with Section 287.095(3), Florida Statutes, shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for the purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the DEPARTMENT insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Incorporated. Available products, pricing and delivery schedules may be obtained by contacting: PRIDE Enterprises, 223 Morrison Road, Brandon, Florida 33511-4835, telephone number (813) 324-8700.

5.3 RECIPIENT acknowledges and agrees that, pursuant to Section 287.133(2)(a), 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit a bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

5.4 RECIPIENT acknowledges and agrees that, pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real

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property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

5.5 RECIPIENT acknowledges and agrees that, pursuant to Section 287.137(2)(a), Florida Statutes, a person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

5.6 RECIPIENT acknowledges and agrees that the employment of unauthorized aliens by any person or entity is considered a violation of 8 U.S.C. § 1324a. If the RECIPIENT knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this AGREEMENT. RECIPIENT avers that it is registered in the E-Verify system and further agrees to comply with the provisions of Section 448.095(2), Florida Statutes during the term of the contract, including receiving and maintaining required affidavits from subcontractors.

5.7 RECIPIENT shall not discriminate on the basis of race, sex, religion, color, national origin, age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).

5.8 RECIPIENT shall comply with Section 20.055, Florida Statutes.

5.9 RECIPIENT represents and warrants that it has reviewed Sections 215.4725, 287.135, F.S. and is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. RECIPIENT further represents and warrants that it does not have business operations in Cuba or Syria as proscribed by Section 287.135, F.S. Failure to certify or

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falsely certifying compliance with Sections 215.4725 and 287.135, F.S., may subject the RECIPIENT to civil penalties, attorney's fees, and other penalties and consequences provided for by law.

5.10 RECIPIENT represents and warrants that it shall comply with the Federal Acquisition Regulation 52.204-25, prohibition on contracting for certain telecommunications and video surveillance services or equipment pursuant to the National Defense Authorization Act. Failure to comply or if the RECIPIENT knowingly provides funds to any entity prohibited from receiving a contract or award pursuant to the Federal Acquisition Regulation 52.204-25 shall be cause for unilateral cancellation of this AGREEMENT. Subcontractors shall be verified by RECIPIENT through the General Services Administration (GSA) Federal Excluded Parties List: https://sam.gov/SAM/.

ARTICLE 6: PUBLIC RECORDS

6.1 To the extent that RECIPIENT meets the definition of "Contractor" under Section 119.0701, Florida Statutes, all documents, including papers, letters, or any other record or materials prepared pursuant to this AGREEMENT are subject to Florida's Public Records Law. RECIPIENT must:

6.1.1 Keep and maintain public records required by the DEPARTMENT to perform the service.

6.1.2 Upon request from the DEPARTMENT's custodian of public records, provide the DEPARTMENT 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.

6.1.3 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 contract period and following completion or termination of the contract if the RECIPIENT does not transfer the records to the DEPARTMENT.

6.1.4 Upon completion or termination of the contract, transfer, at no cost, to the DEPARTMENT all public records in possession of the RECIPIENT or keep and maintain public records required by the DEPARTMENT to perform the service. If the RECIPIENT transfers all public records to the DEPARTMENT upon completion or

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termination of the contract, the RECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the RECIPIENT keeps and maintains public records upon completion or termination of the contract, the RECIPIENT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DEPARTMENT, upon request from the DEPARTMENT's custodian of public records, in a format that is compatible with the information technology systems of the DEPARTMENT.

6.2 The DEPARTMENT shall have the right of unilateral cancellation for refusal by the RECIPIENT to allow public access to all documents, papers, letters or other material made or received by the RECIPIENT in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), Florida Statutes.

6.3 Nothing in this Article shall be considered a waiver of the provisions of Section 119.0701, Florida Statutes.

IF THE RECIPIENT HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

OFFICE OF GENERAL COUNSEL
407 SOUTH CALHOUN STREET, SUITE 520
TALLAHASSEE, FL 32399
PHONE: (850) 245-1000
EMAIL: PRCUSTODIAN@FDACS.GOV

ARTICLE 7: TERMINATION

7.1 For Convenience. The DEPARTMENT may terminate this AGREEMENT in whole or in part for its convenience by giving at least fifteen (15) days written notice by electronic or registered mail to the RECIPIENT, specifying the effective date of termination.

7.2 For Cause. The DEPARTMENT may terminate this AGREEMENT for cause; provided, however, no right of default shall accrue until thirty (30) days after the defaulting party is notified in writing of the reason(s) for termination and has failed to

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cure or give adequate assurances of performance within the thirty (30) day period after notice of termination.

7.2.1 For cause termination shall be defined as default, breach or failure of the RECIPIENT to fulfill any of its obligations hereunder.

7.2.2 Opportunity to cure. Prior to the exercise of any remedy provided for herein, the DEPARTMENT shall provide thirty (30) calendar days written notice of default and shall provide the RECIPIENT the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the DEPARTMENT shall have all rights and remedies provided at law or in equity, including without limitation the following: (i) temporarily withhold cash payments pending correction of the deficiency by the RECIPIENT; (ii)disallow all or part of the cost of the services not in compliance; and/or (iii)wholly or partly suspend or terminate this contract.

7.3. Obligations of parties upon termination.

7.3.1. The DEPARTMENT shall pay and/or reimburse RECIPIENT for services satisfactorily completed in accordance with the terms and conditions outlined herein, subject to any damages sustained by the DEPARTMENT. Upon the effective date of termination, the DEPARTMENT shall have no further obligation to make any payments, other than that which became due prior to the effective date of termination or during the notice period.

7.3.2. The RECIPIENT shall:

7.3.2.1. Stop all work, make no further changes to completed work, and place no further orders related to this AGREEMENT, except that which may be needed to wind-down the contract or may be directed by the DEPARTMENT during the notice period.

7.3.2.2. Furnish notice of termination to any and all immediate subcontractors, suppliers, licensors or partners that may be affected by this termination.

7.3.2.3. Take actions necessary, or that the DEPARTMENT may direct, for the protection

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and preservation of the work produced under this AGREEMENT.

7.3.2.4. Return and deliver to the DEPARTMENT its property and/or inventoried items in the possession of contractor and/or its employees or subcontractors.

7.3.2.5. Disclose, transfer and assign to the DEPARTMENT all the rights, titles, and interests in licenses, copyrighted or patented work, as well as anything whatsoever constituting intellectual property produced within the subject matter and scope of this AGREEMENT.

7.3.2.6. Not be entitled to recover any cancellation charges or lost profits.

7.4. Force Majeure. If either party fails to fulfill its obligations hereunder, when such failure is due to an act of God, or other circumstances beyond its reasonable control, including but not limited to fire, flood, civil commotion, riot, war (declared and undeclared), revolution, or embargoes, then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the parties to resume performance under this AGREEMENT.

7.4.1. Upon occurrence of a Force Majeure Event, the nonperforming party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance and its anticipated duration.

7.5. Notwithstanding the above, the RECIPIENT shall not be relieved of liability to the DEPARTMENT for damages sustained by the DEPARTMENT by virtue of any termination, default or breach of this AGREEMENT by the RECIPIENT.

ARTICLE 8: FINANCIAL MATTERS

8.1 The RECIPIENT is hereby prohibited from expending any of the funds provided hereunder for the purpose of lobbying the Legislature, the judicial branch or a state agency.

8.2 The RECIPIENT, as applicable, shall carry out the services outlined in Article 2 of this AGREEMENT in accordance with and subject to requirements of Section 215.97, Florida Statutes.

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8.3 In the event that the RECIPIENT expends a total amount of state financial assistance equal to or in excess of $750,000 in its fiscal year, the RECIPIENT must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the RECIPIENT shall consider all sources of state financial assistance, including state financial assistance received from this department resource, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

8.4 Audits conducted pursuant to Section 215.97, Florida Statutes, shall be: performed annually and conducted by independent auditors in accordance with auditing standards as stated in Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

8.5 Regardless of the amount of the state financial assistance, the provisions of Section 215.97, Florida Statutes, do not exempt the RECIPIENT from compliance with provisions of law relating to maintaining records concerning state financial assistance or allowing access and examination of those records by the DEPARTMENT, the Chief Financial Officer, or the Auditor General.

8.6 If the RECIPIENT expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. If however the RECIPIENT elects to have an audit conducted in accordance with the provision of section 215.97, Florida Statutes, the cost of the audit must be paid from RECIPIENT’s resources other than that which is obtained from the DEPARTMENT.

8.7 The DEPARMENT shall provide to the RECIPIENT, information needed by the RECIPIENT to comply with the requirements of Section 215.97, Florida Statutes.

8.8 The DEPARTMENT shall have access to the RECIPIENT’s records and the RECIPIENT’s independent auditor’s working papers as necessary for complying with the requirements of Section 215.97, Florida Statutes. The RECIPIENT is required to maintain sufficient records demonstrating its compliance with the terms of this AGREEMENT for a period of five years from the date the audit report is issued, and shall allow the DEPARTMENT or its designee, access to such records upon request.

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8.9 Section 215.97, Florida Statutes, does not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency Inspector General, the Auditor General, or any other state official.

8.10 RECIPIENT shall provide one copy of each financial reporting package prepared in accordance with the requirements of Section 215.97, Florida Statutes. The financial reporting package means financial statements, Schedule of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence on follow-up of prior years' corrective actions taken, and such other information determined by the Auditor General to be necessary and consistent with the purposes of Section 215.97, Florida Statutes. Copies of the financial reporting package required by this AGREEMENT shall be submitted by or on behalf of the RECIPIENT directly to each of the following:

The Florida Department of Agriculture and Consumer Services
Division of Administration
509 Mayo Building
407 South Calhoun Street
Tallahassee, Florida 32399-0800

The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

8.11 Any reports, management letters, or other information required to be submitted to the DEPARTMENT pursuant to this AGREEMENT shall be submitted timely in accordance with Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

8.12 The RECIPIENT shall maintain sufficient records demonstrating its compliance with the terms of this AGREEMENT for a period of five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The RECIPIENT shall ensure that audit working papers are made available to the DEPARTMENT, or its designee, Chief Financial Officer, or Auditor General upon request for

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a period of five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

8.13 RECIPIENT shall ensure expenditures of state financial assistance is in compliance with laws, rules, and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures.

8.14 The RECIPIENT agrees that this AGREEMENT may be charged only with allowable costs resulting from obligations incurred during the term of this AGREEMENT.

8.15 The RECIPIENT agrees that any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the DEPARTMENT.

8.16 Any funds paid in excess of the amount to which the RECIPIENT is entitled under this AGREEMENT must be refunded to the DEPARTMENT.

ARTICLE 9: GENERAL PROVISIONS

9.1 Independent Contractor. The RECIPIENT, and any of its employees, agents, or assigns, are independent contractors and are not employees or agents of the DEPARTMENT.

9.1.1 The RECIPIENT shall not pledge the DEPARTMENT'S credit or make the DEPARTMENT a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

9.2 Indemnification. The RECIPIENT shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the DEPARTMENT, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the RECIPIENT, its agent, employees, partners, or subcontractors, provided, however that the RECIPIENT shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the DEPARTMENT.

9.2.1 The RECIPIENT's obligations under this paragraph with respect to any legal action are contingent upon the State or Customer giving the contractor (1) written

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notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at RECIPIENT's sole expense, and (3) assistance in defending the action at RECIPIENT's sole expense. The RECIPIENT shall not be liable for any cost, expense, or compromise incurred or made by the DEPARTMENT in any legal action without the RECIPIENT's prior written consent, which shall not be unreasonably withheld.

9.3 Liability. The DEPARTMENT shall not assume any liability for the acts, omissions to act or negligence of the RECIPIENT, its agents, servants, and employees, nor shall the RECIPIENT disclaim its own negligence to the DEPARTMENT or any third party.

9.3.1 The RECIPIENT shall maintain, during the period of this AGREEMENT, liability insurance for the services to be rendered in accordance with industry standards as appropriate.

9.4 Amendments. Any changes must be mutually agreed upon and incorporated in written amendments to this AGREEMENT.

9.5 Entire AGREEMENT. The instrument, including any attachments, embodies the entire AGREEMENT of the parties. This AGREEMENT supersedes all previous oral or written communications, representations or agreements on this subject.

9.6 Applicable Law. This AGREEMENT shall be governed by the laws of the State of Florida.

9.7 Severability. In the event that any one or more of the provisions of this AGREEMENT shall be determined to be void or unenforceable by a court of competent jurisdiction, or by law, such determination will not render this AGREEMENT invalid or unenforceable and the remaining provisions hereof shall remain in full force or effect. In the event that any clause or requirement of this AGREEMENT is contradictory to, or conflicts with the requirements of Florida law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the Florida Statutes and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties to this contract.

9.8 Paragraph Headings. Paragraph headings contained in this AGREEMENT are for convenience or reference only. They shall

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not be deemed to modify, limit, define or describe in any respect the provisions of this AGREEMENT.

9.9 Compliance. RECIPIENT shall, at its sole cost and expense, comply with all requirements of all Municipal, County, State and Federal rules and regulations, statutes and/or ordinances now in force, or which hereafter come into force, pertaining to the duties and obligations arising from this AGREEMENT.

9.10 No Subcontracting. RECIPIENT agrees that all services to be performed hereunder shall be performed solely by the RECIPIENT and may not be subcontracted for or assigned without the prior written consent of DEPARTMENT, which may be withheld by DEPARTMENT for any reason or granted subject to RECIPIENT's compliance with one or more of the following: (i) RECIPIENT purchasing, at its sole expense, a payment bond in a form and amount that DEPARTMENT determines to be adequate to protect suppliers of labor and material; (ii) DEPARTMENT withholding, as retainage, 25% or the highest percent permitted by law, whichever is less, of all payments made to the RECIPIENT until RECIPIENT submits evidence satisfactory to DEPARTMENT that all subcontracts and outstanding indebtedness in connection with the services hereunder have been paid for by the RECIPIENT; and (iii) RECIPIENT disclosing information satisfactory to DEPARTMENT regarding each subcontractor to perform services hereunder, including a description of the subcontractor's organization, ability to provide applicable services, cost to perform applicable services, previous work experience, and relationship to the RECIPIENT.

9.11 Survival. The termination of this AGREEMENT (whether by expiry, completion, the exercise of a termination right hereunder, or otherwise) will not relieve either party of any obligation, nor impair the exercise of rights, accrued hereunder prior to such termination. Without limiting the foregoing, the terms of Sections 4.5, 6.1, 9.2, and 9.10 hereof and Article 8 hereof will survive the termination of this AGREEMENT.

9.12 Administration of AGREEMENT.

The contract manager for the DEPARTMENT is State Recreation Coordinator Bin Wan and is located at 3125 Conner Boulevard, C-25, Tallahassee, Florida 32399-1650; (850) 681-5870; Bin.Wan@FDACS.gov.

The contract manager for the RECIPIENT is Michael Callender and is located at 4177 Ben Durrance Road, Bartow, Florida 33830; (863) 534-4340; MikeCallender@polk-county.net.

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ARTICLE 10: STATE FUNDING DISCLOSURE

10.1 State resources awarded to the RECIPIENT pursuant to this agreement and are from the Florida Department of Agriculture and Consumer Services, T. Mark Schmidt OHV Trust Fund, catalog number 42.020 in the amount of $246,302.75.

If state resources awarded to the RECIPIENT are to be used as matching resources for federal programs, identify the name of federal agency and catalog of Federal Domestic Assistance (title and number). **N/A**

10.2 Reporting Requirements. Contracts for services with non-profit organizations as defined in Section 215.97(2)(m), F.S. require the RECIPIENT to provide documentation that indicates the amount of state funds: 1) allocated to be used during the full term of the contract for remuneration of any member of the board of directors or an officer of the RECIPIENT, and 2) allocated under each payment by the DEPARTMENT to be used for remuneration of any member of the board of directors or an officer of the RECIPIENT. The documentation must indicate the amounts and receipts of remuneration.

10.3 The RECIPIENT is not classified as a non-profit organization as defined in Section 215.97(2)(m), F.S.; therefore the RECIPIENT is not required to complete and return the Total Compensation Paid to Non-Profit Personnel Using State Funds form (FDACS-01324) in accordance with Section 216.1366, F.S., no later than ten (10) business days from execution of this AGREEMENT, for each member of the board of directors or officer of the RECIPIENT as applicable.

10.4 RECIPIENTS that are classified as a non-profit organization must post on the RECIPIENT'S website the information required by Section 216.1366, F.S., if the RECIPIENT maintains a website.

10.5 Failure to comply with the requirements of Section 216.1336, F.S., may result in termination of the AGREEMENT as prescribed in Section 7.2.

ARTICLE 11: EXECUTIVE COMPENSATION

11.1 The RECIPIENT shall complete and return the Executive Compensation Attestation for State Financial Assistance Contracts (FDACS-01317) within ten (10) business from execution of this agreement.

11.2 In the event that the RECIPIENT receives fifty (50) percent or more of its budget from funding provided by the State of

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Florida, or a combination of funding from the State of Florida and the United States Government, then the RECIPIENT shall provide an annual report to the DEPARTMENT due on or before June 30th. An annual report shall be required for each year that this agreement remains in existence. The report shall detail the total compensation of the RECIPIENT's executive leadership team, to include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts and any other payout. The annual report must also indicate what percent of compensation comes directly from State or Federal allocations, and the report shall contain the RECIPIENT's IRS Form 990.

11.3 RECIPIENT understands and agrees that it must provide DEPARTMENT of written notice detail any change in executive compensation in the intervening period between annual reports.

11.4 RECIPIENT understands and agrees that failure to comply with any provision of this section constitutes a material breach for which DEPARTMENT may seek termination of this agreement pursuant to Section I of this Agreement.

11.5 Absent written extension of the deadline to provide the annual report, the parties agree that the RECIPIENT shall be liable for a financial consequence of $100 per calendar day until the report is delivered.

11.6 The final annual report shall be delivered to the Department as part of the close out process detailed in Article 8.

Signed by parties to this AGREEMENT:

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES	RECIPIENT
Joey B. Hicks	
Signature	Signature
Division of Administration	
Title	Title
9/26/2023	
Date	Date

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Attachment A

Florida's Crossroads of Opportunity

Board of County Commissioners

Parks & Recreation
4177 Ben Durrance Road
Bartow, Florida 33830

POLK COUNTY

PHONE: 863-534-4340
FAX: 863-534-7006
www.polk-county.net

PARKS & NATURAL RESOURCES DIVISION

June 28, 2023

Florida Department of Agriculture and Consumer Services
Florida Forest Services
FY 23 – 24 OHV Grant Application
Attn: Brooks White OHV Coordinator
Connor Building – Mail Stop C – 25
3125 Connor Blvd.
Tallahassee, FL 32399 – 1650
Telephone (850) 681-5884

Dear Ms. Brooks White/OHV Advisory Committee

Polk County Parks and Natural Resources is submitting a grant application under category 2A – Construction of New Trails. If awarded, funding from this grant will help pay for the construction of a motocross track on the Bone Valley ATV Park Expansion properties. The Opinion of Probable Construction Cost indicates that the total construction of the motocross track is expected to be $307,878.43 with the County providing $61,575.69 (20%) and the Grant providing $246,302.75 (80%).

Based on the construction timeline provided, the construction of the motocross track will be completed by early June 2024.

Thank you for the opportunity to apply for the T. Mark Schmidt Off-Highway Vehicle Grant. We are excited for the prospect opportunity this grant affords us as it relates to the expansion and development of Bone Valley ATV Park.

Sincerely

Mike Callender, Parks, and Recreation Manager
Polk County Parks and Natural Resources

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Opinion of Probable Construction Costs for Track				
Description	Unit	Unit Cost ($/unit)	Total Quantity	Total Cost
Materials Cost				
Sediment Barrier	lf	$1.76	5280	$9,292.80
Berm/Embankment and Delivery	cy	$16.50	5,333.33	$87,999.95
Road Clay and Delivery	cy	$16.50	3,911.00	$64,531.50
Construction Cost				
Clearing and Grubbing	ac	$15.33	25.00	$383.25
Regular Excavation	cy	$6.45	3,911.00	$25,225.95
Track Construction	lf	$23.64	3,911.00	92,456.04
Mobilization (10%)	ls	$27,988.95	1	$27,988.95
Total				$307,878.43

Project Cost Breakdown

County Contribution @ 20%	$61,575.69
Requested Grant @ 80%	$246,302.75
Total cost of Track Project	$307,878.43

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ATTACHMENT A

Project Budget Worksheet

Category: Category 2A Construction of New Trails TOTAL PROJECT $ 307878.43 / 100%

SUMMARY OF COSTS (A minimum of 80/20 match on behalf of the proposer is REQUIRED)

TOTAL PROJECT BUDGET: $ 307,878.43

REQUESTED GRANT $ 246,302.75 / 80 % LOCAL MATCH $ 61,575.69 / 20 %

	GRANT (I)	MATCH (II)
Contractual costs	$246,302,75	$61,575,69
Personnel costs		
Travel costs		
Equipment costs		
Supply costs		
Operating costs	N/A	
Other		

Total Requested Grant (I) $ 246,302,75 (80 %)

Total Local Match (II) $ 61,575.69 (20 %)

100% Total Program Cost (III) $ 307,878.43 (Sum of I and II)

A PROJECT BUDGET WORKSHEET
DETAILING ALL COSTS IDENTIFIED ABOVE MUST BE ATTACHED

PROJECT LOCATION INFORMATION (Please print or type)

County Polk County

Specific Location of the Project (Please use major roads and intersection):
Southwest Polk County, East of the intersection of County Road 630 W and Fort Green Road

Is the Land in Pubic Ownership? Yes

Name of Landowner: Polk County

Project Title: Motocross Track

Applicant Name: Polk County, a political subdivision of the State of Florida

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ATTACHMENT A - Project Budget Worksheet (cont.)

Please note: All applications must include a detailed itemized budget summary that lists all anticipated expenditures and explains all project costs.

IMPORTANT: THIS FORM MUST BE USED. APPLICANTS NOT USING THIS FORM WILL BE RULED INELIGIBLE.

Cost Items	Quantity (#)	Rate or Price ($)	Grant Cost ($)	Match Cost ($)
Contractual (description) Fund the construction of a Motocross Track for Bone Valley ATV Park	1	$307,878.43	$246,302.75	$61,575.69
Personnel (list titles or positions)				
Travel				

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ATTACHMENT A –
Worksheet (cont.)

Project Budget

Cost Items	Quantity (#)	Rate or Price ($)	Grant Cost ($)	Match Cost ($)
Equipment (list items)				
Supplies (list items) Type text here				

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ATTACHMENT A – Project Budget Worksheet (cont.)

Cost Items	Quantity (#)	Rate or Price ($)	Grant Cost ($)	Match Cost ($)
Operating Costs (list)			N/A	
Other (list specific items)				
Total			$246,302.75	$61,575,69

Certificate Of Completion

Envelope Id: 5F5FD5FDA9234E5089245D923DED9313
Subject: Please DocuSign: FDACS CONTRACT# 30395 POLK COUNTY
Source Envelope:
Document Pages: 29 Signatures: 3
Certificate Pages: 5 Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Sent

Envelope Originator:
Joseph Duncan
407 South Calhoun Street
Mayo Building, SB-8
Tallahassee, FL 32399-0800
Joseph.Duncan@fdacs.gov
IP Address: 167.95.10.72

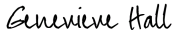
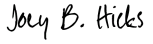
Record Tracking

Status: Original
September 25, 2023 | 13:21
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Joseph Duncan
Joseph.Duncan@fdacs.gov
Pool: StateLocal
Pool: Florida Department of Agriculture and Consumer Services

Location: DocuSign

Location: DocuSign

Signer Events	Signature	Timestamp
Joseph Duncan Joseph.Duncan@FDACS.Gov Signing Group: Contract Administrator Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 167.95.10.72	Sent: September 25, 2023 | 13:27 Viewed: September 25, 2023 | 13:30 Signed: September 25, 2023 | 13:30
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Genevieve Hall Genevieve.Hall@fdacs.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 167.95.13.89	Sent: September 25, 2023 | 13:31 Viewed: September 25, 2023 | 16:20 Signed: September 25, 2023 | 16:24
Electronic Record and Signature Disclosure: Accepted: September 25, 2023 | 16:20 ID: 71cb69eb-d67c-41ad-912c-a4b252f40056		
Joey B. Hicks joey.hicks@fdacs.gov Director of ADministration Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 167.95.13.65	Sent: September 25, 2023 | 16:24 Viewed: September 26, 2023 | 10:21 Signed: September 26, 2023 | 10:21
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
MICHAEL CALLENDER MIKECALLENDER@POLK-COUNTY.NET Security Level: Email, Account Authentication (None)		Sent: September 26, 2023 | 10:21 Viewed: October 10, 2023 | 09:19
Electronic Record and Signature Disclosure: Accepted: October 10, 2023 | 09:19 ID: d12ab793-88d1-4856-94a9-19e1aaae2df2		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Bin Wan Bin.Wan@FDACS.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: September 26, 2023 | 10:21 Viewed: September 26, 2023 | 10:42
CONTRACTS Contracts@fdacs.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: April 19, 2022 | 10:10 ID: 5695f407-15b9-4d70-aded-c5e1c7791665		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	September 25, 2023 | 13:27
Certified Delivered	Security Checked	October 10, 2023 | 09:19

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Crahsoft OBO Florida Department of Agriculture and Consumer Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Crahsoft OBO Florida Department of Agriculture and Consumer Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: salena.yarbrough@freshfromflorida.com

To advise Crahsoft OBO Florida Department of Agriculture and Consumer Services of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at salena.yarbrough@freshfromflorida.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Crahsoft OBO Florida Department of Agriculture and Consumer Services

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to salena.yarbrough@freshfromflorida.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Crahsoft OBO Florida Department of Agriculture and Consumer Services

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to salena.yarbrough@freshfromflorida.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Crahsoft OBO Florida Department of Agriculture and Consumer Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Crahsoft OBO Florida Department of Agriculture and Consumer Services during the course of your relationship with Crahsoft OBO Florida Department of Agriculture and Consumer Services.

Agenda Item R.32. 11/7/2023

SUBJECT

Approve agreement with Patel, Greene & Associates, LLC to provide professional engineering services for the master trail plan of the Lake Hancock multiuse trail. ($249,730.00 one-time expense)

DESCRIPTION

Parks & Natural Resources requested Procurement to solicit proposals for the purpose of professional engineering services to develop a comprehensive master plan for the Lake Hancock Multiuse Trail Connection- Local Agency Program (LAP) Project. This planning effort will identify how to link trail segments already in place or being planned/constructed. To achieve this goal, a need exists for a comprehensive master plan capable of serving as a formal guide or action plan/logic model for the development of the trail providing a level of planning documents necessary to initiate an actual engineering project.

Request for Proposal (RFP) 23-197, Professional Engineering Services for Lake Hancock Multiuse Trail Connection - LAP was issued, and four vendors submitted proposals. On July 25, 2023, the Board approved the selection committee's recommendation and authorized staff to enter into negotiations with all proposers interviewed starting with the highest ranked proposer, Patel, Greene & Associates, LLC.

The term of this agreement shall be through the completion of the construction project. Initial services total $249,730.00 with an estimated time frame of 450 calendar days.

This project is funded through a federally funded LAP through the Florida Department of Transportation (FDOT). FDOT reviewed and approved said agreement with Patel, Greene & Associates, LLC on October 18, 2023.

RECOMMENDATION

Request Board approve agreement with Patel, Greene & Associates, LLC Temple Terrace, Florida for RFP 23-197, Professional Engineering Services for Lake Hancock Multiuse Trail Connection - LAP in the amount of $249,730.00.

FISCAL IMPACT

Funds are budgeted and available in the Special Revenue Grant Fund.

CONTACT INFORMATION

Danielle Rose
Sr. Procurement Analyst
863.534.7593
daniellerose@polk-county.net

PROFESSIONAL SERVICE AGREEMENT FOR LAKE HANCOCK MULTI-USE TRAIL CONNECTION - LAP

THIS PROFESSIONAL SERVICE AGREEMENT (the "Agreement") is entered into as of the Effective Date (defined in Section 1, below) by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 West Church Street, Bartow, Florida 33830, and Patel Greene & Associates, LLC (the "Firm") a Florida limited liability company, headquartered at 12570 Telecom Drive, Temple Terrace, FL 33637 whose Federal Employer Identification Number is 45-2209743.

WHEREAS, the County requires certain professional services in connection with the master trail plan for the Upper Peace River Trail at Various Locations; and

WHEREAS, the County has solicited for these services via RFP 23-197, an advertised request for proposals (the "RFP"), and has received numerous responsive proposals thereto; and

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

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

1.0 **Effective Date; Term**

1.1 This Agreement shall take effect on the date (the "Effective Date") of its execution by the County and shall continue until completion of the construction project (estimated to be 450 calendar days following issuance of the Notice to Proceed).

2.0 **Firm Services**

2.1 The County does hereby retain the Firm to furnish those services and to perform those tasks (collectively, the "Services") further described in (i) the County's Request for Proposal RFP # 23-197, to include all attachments and addenda, (ii) the Firm's responsive proposal thereto, and (iii) the Scope & Schedule (collectively, (i) (ii), and (iii) are "RFP 23-197"), all of which are incorporated into this Agreement by this reference, attached as a composite Exhibit "A" and made a part of this Agreement.

2.2 At its option the County may choose to modify and/or delete any Services included within the seven task (collectively, the "Tasks") as set forth and described in Exhibit

"Aiii" and the description portion of the Firm's Fee Proposal, contained in Exhibit "B".

2.3. By execution of this Agreement, the County hereby engages the Firm to perform the Services as outlined in Exhibit "A-iii & B". Any additional authorizations for future services shall be in the form of a written amendment to this Agreement.

3.0 **Compensation**

3.1 General

3.1.1 In consideration for its providing the Services, the County shall pay the Firm the not to exceed amount of $249,730.00 for the Task as stated in Exhibit "B", Fee Proposal, which amount is based on the Firm's hourly rate schedules set forth in Exhibit "C", Fee Schedule, both of which are attached hereto and made a part of this Agreement.

3.1.2 At its option the County may choose to engage the Firm to perform additional, related services beyond the scope of the Services for which the County shall pay the Firm's in accordance with the hourly rate schedules stated on the attached Exhibit "C", "Fee Schedule", which is made a part of this Agreement. The Fee Schedule identifies all Firm job classifications which will perform billable services pursuant to this Agreement and the fee for each job classification, along with all equipment, materials, and supplies necessary in the performance of the Services. The County shall not be obligated to pay the Firm (i) for any Services performed by individuals whose job classifications are not listed on the Fee Schedule, and (ii) for the cost of any equipment, material, or supplies not listed on the Fee Schedule that the Firm may use in performing the Services.

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

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

Polk County Parks and Natural Resources Division
4177 Ben Durrance Road
Bartow, FL 33830

3.1.5 The Firm will clearly state "Final Invoice" on the Firm's final/last billing for the Services rendered to the County. The Firm's submission of a Final Invoice is its certification that all Services have been properly performed and all charges and costs have been

invoiced to the County. This account will be closed upon the County's receipt of a Final Invoice. The Firm hereby waives any charges not properly included on its Final Invoice.

3.1.6 The County's payment of a Final Invoice shall not constitute evidence of the County's acceptance of the Firm's performance of the Services or its acceptance of any of the Firm's Project work.

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

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

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

3.2 **Reimbursable Expenses**

3.2.1 All Firm requests for payment of expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the County's Reimbursable Schedule that is attached hereto as Exhibit "D" and made a part of this Agreement. The Firm's request for payment shall include copies of paid receipts, invoices or other documentation acceptable to the County Auditor. To qualify for reimbursement, the Firm's documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Services performed in accordance with this Agreement.

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

Overnight Deliveries
Reproduction
Sub-Consultant

3.2.3 Mileage and associated travel costs shall be reimbursed in accordance with F.S. 112.061 and County policy for pre-approved out-of-county travel (excluding travel from home offices located outside of Polk County to the Polk County line).

3.2.4 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the County upon completion of any Project work for which the asset was utilized. All such assets must be surrendered by delivery to the applicable County Division responsible for the Project immediately upon (i) demand, (ii) termination of the Agreement, or (iii) the conclusion of the applicable Project, whichever occurs first.

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

4.0 **Firm's Responsibilities**

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

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

5.0 **Ownership of Documents**

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

6.0 **Termination**

6.1 The County may terminate this Agreement, in whole or in part, at any time, either for the County's convenience or because of the failure of the Firm to fulfill its

obligations under this Agreement, subject to the cure period provided in Section 26.0, by delivering written notice to the Firm. Upon receipt of such notice, the Firm shall:

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

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

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

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

7.0 **No Contingent Fees**

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

8.0 **Assignment**

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

9.0 **Professional Associates and Subcontractors**

If the Firm requires the assistance of any professional associates or subcontractors in connection with its providing the Services the Firm must obtain the prior express written approval of the County, which the County may withhold in its discretion, before any such professional associate or subcontractor may perform any work for the County. If after obtaining the County's approval the Firm utilizes any professional associates or subcontractors in the

delivery of the Services, then the Firm shall remain solely and fully liable to the County for the performance or nonperformance of all such professional associates and subcontractors. The failure of a professional associate or subcontractor to timely or properly perform any of its obligations to the Firm shall not relieve the Firm of its obligations to the County under this Agreement.

10.0 **Indemnification of County**

To the extent provided by law, the Firm shall indemnify, and hold harmless the County and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages to the extent caused by the negligent or wrongful act(s) of the Firm, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the Firm hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The forgoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statues, Section 768.28. Nor shall the same be construed to constitute agreement by the Firm to indemnify the County for the negligent acts or omissions of the County, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the Firm to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

11.0 **Insurance Requirements**

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

Firm's self-insured retention or deductible per line of coverage shall not exceed $50,000 without the permission of the County. In the event of any failure by the Firm to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Firm suspend Firm's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Firm's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

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

Professional Liability. $2,000,000 for errors and omissions.

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

Premises and Operations:

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

Independent Contractors:

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

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

12.0 **Public Entity Crimes**

The Firm understands and acknowledges that this Agreement will be voidable by the County in the event the conditions stated in Florida Statutes, Section 287.133 relating to

conviction for a public entity crime apply to the Firm.

13.0 **Non-Discrimination**

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

14.0 **Designation of Party Representatives**

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

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

15.0 **All Prior Agreements Superseded**

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

16.0 **Modifications, Amendments or Alterations**

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

17.0 **Independent Contractor**

Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Firm (including its officers, employees, and agents) as the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. The Firm is to be and shall remain forever an independent Firm with respect to all Services performed under this Agreement. The Firm shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and the Firm shall

have no right to speak for or bind the County in any manner.

18.0 **Public Records Law**

(a) The Firm 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 Firm 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 Firm 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 Firm 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 Firm 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 Firm or keep and maintain public records required by the County to perform the service. If the Firm transfers all public records to the County upon completion of this Agreement, the Firms shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon completion of this Agreement, the Firm 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 FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

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

19.0 **Compliance with Laws and Regulations**

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

20.0 **Governing Law and Venue**

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. Each party shall be responsible for its own attorneys' fees and other legal costs and expenses.

21.0 **Notices**

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

For County:

Polk County Parks and Natural Resources Division
330 Ben Durrance
Drawer PW06
Bartow, Florida 33830
Attention: Tracy Mullins

For Firm:

Patel, Greene & Associates, LLC
12570 Telecom Drive
Temple Terrace, FL 33637
Attention: Lucas Cruse, Senior Planner

22.0 **Severability**

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the

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

23.0 **Annual Appropriations**

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

24.0 **Employment Eligibility Verification (E-VERIFY)**

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

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and

compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

25.0 **Firm Representations**

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

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

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

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

25.1.4 Firm now has and will continue to maintain all licenses and

approvals required for conducting its business, and that it will at all times conduct its business activities in a reputable manner.

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

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

25.1.7 Firm shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

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

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

26.0 **Default and Remedy**

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

27.0 **Limitation of Liability**

IN NO EVENT, SHALL EITHER PARTY BE LIABLE TO EACH OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY EITHER PARTY

WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

28.0 **Waiver**

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

29.0 **Attorneys' Fees and Costs**

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

30.0 **Force Majeure**

Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall

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

31.0 **Key Personnel**

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

Name: Lucas Cruse, AICP Project Manager

Name: Peyton McLeod, PTP Deputy Project Manager

Name: Gordon Greene, Principal-in-Charge/ Quality Control Manager

Name: Kim Warren, Planning

Name: Charles Reed, Grant Funding/ LAP Coordination

Name: Tim Polk, Drainage

Name: Adam Perez, PE, Roadway

Name: Johnny Fung, PE, Structures

Name: Katie Habgood, AICP, Planning

Name: Hetty Harmon, AICP, Planning

Name: Gabriel Gonzalez Jr., AL, Community Engagement

Name: Emily DeGaetano, ISA, Landscape Architecture Lead

Name: Carrie Strasheim, PE, Trial Design Lead

Name: Manny Monreal, PE – Drainage Lead

32.0 **Scrutinized Companies and Business Operations Certification; Termination**

A. Certification(s).

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

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

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

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

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

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

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

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

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

(ii) The Firm is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Firm is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List,

or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000).

33. **No Construction Against Drafter**

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

34. **Unauthorized Alien(s)**

The Firm shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Firm shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

35. **Local Agency program Federal-Aid Terms for Professional Services Contracts** (See attached Appendix I).

36. **Design professionals; contractual limitation on liability**

PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGE RESULTING FROM NEGLIGENCE WITHIN THE COURSE OR SCOPE OF THIS AGREEMENT, SO LONG AS ALL OTHER REQUIREMENTS OF SECTION 558.0035, FLA. STAT., ARE SATISFIED.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

By: _____
Deputy Clerk

Polk County, a political subdivision of the State of Florida

By: _____
George Lindsey III, Chairman
Board of County Commissioners

Date Signed By County _____

Reviewed as to form and legal sufficiency:

Sandra B Haw 9/22/23
County Attorney's Office Date

ATTEST:

By: Robin Watson

Robin Watson
PRINT NAME

Vice President/Controller
TITLE

Date: 10/20/23

SEAL

Patel, Green & Associates, LLC
a Florida limited liability company

By: Gordon M. Greene

Gordon M. Greene, PE
PRINT NAME

Executive Vice President
TITLE

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF Florida County OF Polk

The foregoing instruments was acknowledged before me by means of [x] physical presence or [ ] online notarization this 1020/23 (Date) by Gordon M. Greene, PE (Name of officer or agent) as Executive Vice President (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 [x] 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 10/20/23 (Date) _____ (Official Notary Signature and Notary Seal)

Robin Watson (Name of Notary typed, printed or stamped)

Commission Number HH430801 Commission Expiration Date 8/14/27

ROBIN WATSON NOTARY PUBLIC MY COMMISSION EXPIRES 8-14-2027 STATE OF FLORIDA COMMISSION NUMBER HH 430801

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 _____

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: RFP 23-197 **PROJECT NAME:** P.E. Services for Lake Hancock Multi-use Trail Connection

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY PARTY 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 A CONTRACTING PARTY'S EMPLOYMENT OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

THE UNDERSIGNED ATTESTS THAT THE COMPANY IS FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

STATE OF Florida
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 20th day of October, 2023, by Gordon M. Greene, PE (*name*) as Executive Vice President (*title of officer*) of Patel, Greene & Associates, LLC (*entity name*), on behalf of the company, who [X] is personally known to me or [ ] has produced _____ as identification.

(AFFIX NOTARY SEAL)

ROBIN WATSON NOTARY PUBLIC MY COMMISSION EXPIRES 8-14-2027 STATE OF FLORIDA COMMISSION NUMBER HH 430001

Notary Public
Print Name Robin Watson

My Commission Expires 8/14/27

Appendix "I"

SUPPLEMENTAL CONDITIONS-FEDERAL CLAUSES

The County has been awarded and received Florida Department of Transportation (FDOT) and the Federal Highway Administration (FHWA) Local Agency Program funds for the services to be provided under the Agreement from FDOT and FHWA Local Agency Program. In accordance with the federal procurement standards at 2 C.F.R. sections 200.317 through 200.327 the following clauses are incorporated in this RFP, any resulting award with the prime Consultant, and any resulting contracts between the prime Consultant and sub-consultants and material suppliers. The following conditions are supplemental to the General Terms and Conditions. Where there is conflict, these Supplemental Conditions prevail unless the General Terms and Conditions are stricter.

1. Equal Employment Opportunity. (Applicable to construction only)

During the performance of this Contract, the Consultant agrees as follows:

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The consultant 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 consultant 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 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Consultant 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 Consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The consultant 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 Consultant 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 Consultant'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 consultant 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 Consultant 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 subconsultant or consultant. The Consultant 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 Consultant becomes involved in, or is threatened with, litigation with a subconsultant or consultant as a result of such direction by the administering agency the consultant may request the United States to enter into such litigation to protect the interests of the United States

2. **Contract Work Hours and Safety Standards Act**.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Consultant and any subconsultant responsible therefor shall be liable for the unpaid wages. In addition, such consultant and subconsultant 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 FDOT and FHWA Local Agency Program, the applicable Federal agency, or Polk County as the recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the consultant or subconsultant under any such contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such consultant or subconsultant for unpaid wages

and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Consultant or subconsultant shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime consultant shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in paragraphs (1) through (4) of this section.

3. **Clean Air Act and the Federal Water Pollution Control Act**.

Clean Air Act

(1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FDOT, FHWA and the appropriate Environmental Protection Agency Regional Office.

(3) The Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FDOT and FHWA Local Agency Program.

Federal Water Pollution Control Act

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

(2) The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the FDOT, FHWA and the appropriate Environmental Protection Agency Regional Office.

(3) The Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FDOT and FHWA Local Agency Program.

4. **Debarment and Suspension. (Exhibit "A")**

(1) This Contract/Purchase Order is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates

(defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

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

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

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

Consultants who apply or bid for an award of $100,000 or more shall file the required certification (attached hereto as Exhibit "B"). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

6. **Procurement of Recovered Materials.**

(1) In the performance of this Contract/Purchase Order, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program."

7. **Domestic Preference**

In accordance with 2 CFR §200.322, to the greatest extent practicable under a Federal award, the County must provide a preference for the purchase acquisition, or use of goods, products, or materials produced in the United States (including but not limited to

iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

8. **Affirmative Action.**

In accordance with 2 CFR §200.321, the County is committed to taking all necessary steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The Consultant shall also take such affirmative steps in the selection of its subconsultants, laborers and materialmen. Affirmative steps include:

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

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

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

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

9. **Access to Records**. The following access to records requirements apply to this Contract and any Purchase Order issued hereunder:

(1) The Consultant agrees to provide Polk County, FDOT and FHWA or any of their authorized representatives, including but not limited to the Government Accountability Office ("GOA"), Treasury's Office of Inspector General ("OIG"), and the Pandemic Relief Accountability Committee ("PRAC"), access to any books, documents, papers, and records of the Consultant which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Consultant agrees to provide FDOT, FHWA or their authorized representatives access to construction or other work sites pertaining to the work being completed under the applicable Purchase Order."

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

11. **Compliance with Federal Law, Regulations, and Executive Orders**. This is an acknowledgement that the FDOT and FHWA Local Agency Program financial assistance will be used to fund the Contract only. The Consultant will comply will all applicable federal law, regulations, executive orders, policies, procedures, and directives.

12. **No Obligation by Federal Government.** The Federal Government is not a party to this Purchase Order and is not subject to any obligations or liabilities to the non-Federal entity, consultant, or any other party pertaining to any matter resulting from this Purchase Order.

13. **Program Fraud and False or Fraudulent Statements or Related Acts.**

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

14. **Default and Remedy**.

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

termination, less any amount subject to the County's right of set-off, and all liability of the County to the Consultant shall cease.

Certain Material Defaults. Among other matters, including without limitation, the Consultant's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, as described immediately above, any of the following shall constitute the Consultant's material default of the Contract: the appointment of a receiver to take possession of all or substantially all of the Consultant's assets, a general assignment by the Consultant for the benefit of creditors, or any action taken by or suffered by Consultant under any insolvency or bankruptcy act; or the Consultant is convicted of a public entity crime, is determined to have violated federal or state law prohibiting discrimination as stated in Section 287.134, Florida Statutes, or is prohibited from performing work for or transacting business with the County pursuant to Section 287.133 or to Section 287.134, Florida Statutes; or an assignment of the Contract made without the express written consent of the County; or the submission of a false certification to the County or engagement in prohibited business operations, both as described in the Contract Documents.

RFP REGISTRATION

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

RFP Number & Title:	23-197, P.E. Services for Lake Hancock Multiuse Trail Connection – LAP
Description:	Professional Engineering Services for the master trail plan for the Upper Peace River Trail at Various Locations.
Receiving Period:	Wednesday, May 31, 2023, prior to 2:00 p.m.
Bid Opening:	Wednesday, May 31, 2023, 2:00 p.m.

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

To obtain a copy of the Local Agency Program (LAP) Agreement please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation.* After you have logged in to the FTP site, double click on the file folder "**RFP 23-197, Attachment "A"**", select "Open" or "Save As" to download the RFP documents, drawings, and technical specifications. If you need assistance accessing this website due to ADA or any other reason, please email Danielle Rose at daniellerose@polk-county.net**.**

Questions regarding this RFP must be in writing and must be sent to Danielle Rose, Sr. Procurement Analyst, via email at daniellerose@polk-county.net or via fax at (863) 534-6789. **All questions must be received by 4:00 p.m., Tuesday, May 23, 2023.**

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

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

Company Name: _____

Contact Person: _____

Mailing Address: _____

City:_____ State:_____ Zip Code:_____

Phone:_____E-mail:_____

PROPOSAL SUBMITTAL INSTRUCTIONS

Proposers must submit their proposal prior to 2:00 p.m. on the receiving date. Proposals must be submitted in a "sealed" parcel or electronically through Polk County's secure website, Kiteworks. Proposals will be publicly opened at 2:00 p.m. on the receiving date.

Sealed Parcel Submittal:

If you are submitting a sealed parcel proposal submit one (1) original marked ORIGINAL and five (5) copies marked COPY of the proposal in a sealed parcel to the Procurement Division. The parcel should be labeled "RFP #23-197, P.E. Services for Lake Hancock Multiuse Trail Connection – LAP" and marked with the proposer's name and address. The Proposals may be mailed or delivered to:

Polk County Procurement Division
330 West Church Street, Room 150
Bartow, FL 33830

To assist with labeling the sealed parcel, please cut along the outer border and affix this label. Be sure to include the name of the company submitting the proposal where requested.

Sealed Proposal. DO NOT OPEN	
RFP Number	23-197
RFP Title	P.E. Services for Lake Hancock Multiuse Trail Connection– LAP
Due Date/Time:	May 31, 2023, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

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

Electronic Proposals Submittal:

All prospective Proposers that are interested in submitting their proposals electronically can do so via the County's secure electronic submittal website, Kiteworks. Proposers must email daniellerose@polk-county.net at least 48 hours prior to opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for the Cost Tab, if applicable. Please use the name convention of your files as follow:

"RFP 23-197 Tab 1"

"RFP 23-197 Tab 2"

"RFP 23-197 Tab 3"

"RFP 23-197 Tab 4"

"RFP 23-197 Tab 5"

"RFP 23-197 Tab 6"

"RFP 23-197 Tab 7"

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

Procurement recommends that Proposers submitting electronically double check the documents submitted into Kiteworks to ensure all requested tab information has been uploaded. Failure to upload the requested tab information may result in the proposal being deemed nonresponsive.

POLK COUNTY
Procurement Division
Fran McAskill
Procurement Director

REQUEST FOR PROPOSAL 23-197
P.E. Services for Lake Hancock Multiuse Trail Connection – LAP

Sealed proposals will be received in the Procurement Division, **Wednesday, May 31, 2023, prior to 2:00p.m.**

Attached are important instructions and specifications regarding responses to this Request for Proposal (the "RFP"). The failure of a responding proposer (a "Proposer") to follow these instructions could result in Proposer disqualification from consideration for a contract to be awarded pursuant to this RFP.

This document is issued by Polk County (the "County") which is the sole distributor of this RFP and all addenda and changes to the RFP documents. The County shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The County shall post all such addenda, together with any other information pertaining to this RFP, on the County's website at https://www.polk-county.net/procurement/bids. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a "Proposal") to this RFP to ensure that that the Proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the Proposer should not rely on such sources for information regarding the RFP solicitation.

Questions regarding this RFP must be in writing and must be sent to Danielle Rose, via email at daniellerose@polk-county.net or via fax at (863) 534-6789. All questions must be received by Tuesday, May 23, 2023, 4:00 p.m.

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

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

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

INTRODUCTION

Polk County, a political subdivision of the State of Florida seeks professional engineering services for the Lake Hancock Multiuse Trail Connection– LAP Project, "the Project".

Polk County's Selection Process for consultants' services is in accordance with Section 287.055, Florida Statutes, the Consultants' Competitive Negotiations Act ("CCNA") and 23 CFR 172.7(a) as it relates to competitive negotiation procurement in accordance with the Brooks Act. The Professional Services Selection Committee will review the qualifications of all submitting firms.

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

The County will negotiate a fee schedule and overall lump sum or not to exceed price as part of "Selection Process", Elevation Level 4, Contract Negotiations.

Services under this contract will be in compliance with Section 287.055 of the Florida Statutes referred to as the "Consultants' Competitive Negotiation Act" (CCNA). Polk County's Procurement Procedure's Manual outlines the Procedures for Contracting for Professional Services Covered by CCNA. These procedures outline the process used for the selection of a consulting firm awarded through this RFP process. In the event that these procedures are in conflict with 23 CFR 172 requirements the Federal requirements will take precedent.

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

The Successful Proposer must register in our new Vendor Database if you have not already done so prior to award of this RFP. A purchase order cannot be issued to a vendor until they have registered. You may register by going to the following link: https://www.polk-county.net/procurement/vendor-registration. Registered vendors will receive a User ID and Password to access their company information. All registered vendors must provide their owner gender, owner ethnicity, corporate status, and a minimum of one (1) commodity code to be considered registered. It is the responsibility of all vendors to update their vendor information. Only registered vendors will receive notifications of future bids and quotes.

QUALIFICATIONS

Work Types:

This project is federally funded with assistance from the Florida Department of Transportation (FDOT) and the Federal Highway Administration (FHWA). All requirements of the federal award are applicable to the Successful Proposer, sub-consultants, and any material suppliers. All services must be performed in accordance with applicable Federal, State and Local regulations.

By submitting a response, the Consultant certifies that they are in compliance with FDOT Procedure No. 375-030-006 (Restriction on Consultants Eligibility to Compete for Department Contracts) and that no principle is presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation on this transaction by any Federal Department or Agency. Professional Services work types included in this project may include Project Development and Environmental Services, Survey and Mapping Engineering Contract Administration and Management, Landscape Architecture and Planning.

PROJECT OVERVIEW:

Lake Hancock is an important regional asset that is unique and irreplaceable. Over the past 10+ years several multiuse trail segments have been planned by a variety of stakeholder groups (Polk County TPO, Polk County Parks and Natural Resources Division (PNR), City of Lakeland, Southwest Florida Water Management District) within two miles of Lake Hancock. Most of these trails are found within the Polk County Transportation Planning Organization's Momentum 2040 Long Range Transportation Plan, (TPO Regional Multi-Use Trail Network MAP. TPO 2040 Multi-Use Trail Network Map, Sun Trail Status Polk County Map, Federal Aid Eligibility Map)

Some of these trails have been planned and constructed (Fort Fraser Trail), others are under construction, and some need action plans for construction (Upper Peace River Legacy Trail Phase 3). New trail opportunities for the multi-use trail network have arisen with the creation of the Hwy 570 B extension, which were not envisioned as part of the Transportation Planning Organization's Momentum 2040 Long Range Transportation Plan.

The goal of this program of work is to establish a planning effort for a contiguous multi-use trail around Lake Hancock and connect to the other planned regional trails within two miles (+/-) of the shores of Lake Hancock.

This planning effort will identify how to link trail segments already in place or being planned/constructed. To achieve this goal, a need exists for a comprehensive Master Plan capable of serving as a formal guide or action plan/logic model for the development of the trail providing a level of planning documents necessary to initiate an actual engineering project.

The Upper Peace Legacy Trail Connector Trail (UPLTCT) Master Plan Objectives

The principal objectives of the Upper Peace Legacy Trail Connector Trail Master Plan are to:

1. Align the Upper Peace Legacy Trail Connector Trail with plans completed by

other stakeholders such as the Lakeland Highland Trail Corridor Study, The Fort Fraser Trail Plans, and the Tenroc Trail Master Plan Study:

a) connection of the Fort Fraser Trail to the proposed Bartow to Fort Meade Trail (2.9 miles)
b) the connection of the Fort Fraser Trail (7.75 miles) to the Holloway Trail South to Lakeland's 3 Parks Trail (currently 3.6 miles connecting Common Ground Park, Woodlake Park and Curtis Peterson Park) through a 1.4 mile right of way.
c) the connection of the Fort Fraser Trail through the creation of the Lakeland Highland Scrub Connector trail (approximately 3.58 miles per Momentum 2040) to Lakeland Highland Scrub Preserve (2.8 miles of trails), Seven Wetlands (22 miles), Loyce E. Harpe Park and Mulberry Park.
d) The connection of the Panther Point Connector Trail (as per Momentum 2040) connecting trail from Panther Point to the proposed Bartow Eagle Lake Trail (as per Momentum 2040)

Additionally, beyond Momentum 2040 projects

e) the connection from the Panther Point Connector Trail to Hwy 570 B, Central Polk Parkway (CCP) Multi-purpose trail which starts at Highway 17 extending south to Highway 60.
f) the connection of the Toll Road 570 B Central Polk Parkway corridor to the Fort Fraser Trail, the Earnest M. Smith Trail, and Panther Point Trail
g) the potential of connecting the Panther Point Trail to Simmers Young Park in Winter Haven Florida, via a Lena Run trail (approximately 3 miles)
h) the potential of connecting to the proposed Peace River Trail

2. Define and map the location of proposed trail alignment and identify landowners

3 Identify locations for the development of trailheads, public trail access points, parking, staging areas, and complementary open green space nodes

4. Identify locations for complementary facility opportunities (comfort stations, shelters, fountains etc.).

5. Provide specific recommendations for the trail at highway and road crossings

6. Provide design standards for the development of the trail and associated trail enhancements and access improvements

7. Provide cost ranges; phasing timeline and maintenance considerations for use in securing funding to implement the plan

This project demonstrates a benefit to the intermodal transportation system by the creation of an Upper Peace Legacy Trail Connector Master Plan which connects projects envisioned in the TPO Long Range Plan and providing an updated plan inclusive of the HWV 570 B Central Polk Parkway. This Multiuse Trail Master Plan, supports Lake Hancock as an important regional asset, maintaining its landscapes, as economically productive rural land, adjacent to the toll road 570 B corridor.

Firms wishing to respond to this Request for Proposals should have demonstratable experience in: Project Management, Trail Planning and Design, Interpretative Planning, Community Engagement, Grant Funding and Analysis, Civil and Environmental Engineering as well as an understanding of Polk County's way of life.

BACKGROUND/PURPOSE

Polk County has applied for and has been granted Local Agency Program funding to create a master trail plan for trails which connect within 2+ miles of Lake Hancock Hub Trails (Panther Point Trail, Fort Fraser Trail, Upper Legacy Trail). This Upper Peace Legacy Trail Connector Trail Master Plan would include the following: (All projects are within Polk County)

Connection A

from Upper Peace Legacy Trail Phase 3, running 1.98 miles west to east from Lost Bridge Trail at Circle Bar B Preserve to Acorn Loop Trail on Hampton Property preserve.

Connection B

from Panther Point Trail (Upper Peace Legacy Trail Phase 2) South to Cross Over Road. This is referred to as the Panther Point Connector Trail

Connection C

from the intersection of Panther Point Trail and Fort Fraser Trail, south to Fort Meade Trail (2.91 miles)

Connection D

from intersection of Upper Peace Legacy Trail Phase 1 and Fort Fraser Trail northwest to proposed Holloway Trail South, 1.4 miles and thence to Lakeland Florida's "3 Park" trail (3.6 miles)

Connection E

from intersection of Panther Point Trail and Fort Fraser Trail west through the proposed Lakeland Highland Scrub trail to Lakeland Highland Scrub (3.38 miles) thence to Seven Wetland Preserve, which is connected to Loyce E Harpe Park and Mulberry Park.

Connection F

from the intersection of the Panther Point Connector trail at Old Eagle Lake Road south to connect with the intersection of Toll Road 570 B and Highway 17 thence to Hwy 60 along the Central Polk Parkway Multipurpose Trail.

Connection G

from the connection of the Earnest M Smith Trail east to intersection of the Panther Point Connector trail at Old Eagle Lake Road south and east to bicycle trails

Connection H

from the connection of the Upper Legacy Trail to west to Simmer Young Park (approx. 3 miles) via the Lena Run Trail.

The project will meet all ADA and FDOT Standards.

SCOPE OF SERVICES

The professional engineering services to be provided under this procurement relates to the Lake Hancock Multi-Use Trail Connection project services and are subject to the requirements of Federal Aid for Highways.

The work to be provided by the selected Professional/Consultant(s) includes not only the traditional services associated with projects but also those required elements of federal-aid projects.

The following services required include, but are not limited to, the following:

TASK 1: Review all available information/ field reconnaissance work along project corridors

- A preliminary list of information sources will be supplied by the Parks and Natural Resources (PNR) designated Project Manager to the awarded consultant upon issuance of an executed agreement.

Deliverables:

- Technical Memorandum No.1, that summarizes the findings from the review of background documents, permitting requirements, field reconnaissance work, etc.

TASK 2: Site Analysis: Physical and Environmental Conditions.

- Project Work Program, and material review.
- Kick-off meeting notes including final scope of work and schedule.

Deliverables:

- Power Point Presentation and correlated materials on the benefits of multi-use trails as part of an active transportation system which align with other community planning efforts related to transportation and sustainability. Presentation must be in a conference style format and suitable to give to stakeholders. All materials will be copywritten property of PNR.
- Power Point Presentation on best practices for trail planning suitable for conference presentation. All materials will be copywritten property of PNR.
- Base map in a format consistent with the PNR's GIS system for Upper Legacy Trail Project.
- Technical Memorandum No.2 will summarize the site analysis, existing conditions inventory, potential trail connection and stakeholder connectivity requirements, base mapping, and identification of locations for cultural, historic, and scenic sites for project interpretative materials.

All of Task 1 and Task 2: Due 90 days after notice to proceed is issued

TASK 3: Alternative Routing Analysis and Recommendations

Deliverables:

- Technical Memorandum No.3 that summarizes the opportunities and constraints analysis (e.g., environmental issues such as hydric vs non hydric soils, floodway and floodplain issues, man-made and natural barriers, accessibility, safety, and security issues), permitting issues and the alignment alternatives.
- Land parcel inventory including property appraisers PIN, with ownership contact information and documentation provided in excel spreadsheets and ownership maps with the GIS shapefiles.

All of Task 3: Due 180 days after notice to proceed is issued

Task 4: Identification of Recreation /Interpretive /Trail Connection Opportunities

Deliverables:

- Technical Memorandum No.4 that fully describes the preferred trail alignment along with design details such as trail characteristics, access points and amenities. An analysis of construction feasibility, phasing and cost will also be included as text and in a matrix format.

Task 5 A: Identification and Conceptual Planning for Complementary Facility Opportunities and public presentation

Deliverables:

- Technical Memorandum No.5 that fully describes the preferred trail and includes:
    - A draft Executive Summary of the Lake Hancock Multi-Use Trail Connection Master Plan to function as a stand-alone document that covers the entire length of the Trail System.
    - Draft Lake Hancock Multi-Use Trail Connection Master Plan, as background to Executive Summary
    - Action Plan/ Logic Model that lists key actions that need to be taken to implement the proposed plan, and the order in which they should be addressed. This action plan shall include specific activities related to the development of the trail such as securing additional easements, etc.

All of Task 4 and Task 5 A: Due 270 days after notice to proceed is issued

Task 5 B: Identification and Conceptual Planning for Complementary Facility Opportunities and public presentation

Deliverables:

- Draft Technical Dossier: Hardcopy of Technical Memorandum No.1 – 4, on white paper as well as one electronic copy (both PDF and Microsoft Word) to the PNR Project Manager for comment
    - Typical trail cross-sections, architectural renderings of design concepts for trailheads etc.
    - Proposed trail photo-simulations.
- Recommended trail alignment developed as GIS database files (delivered on a portable electronic drive).
- Draft large-scale format of Upper Peace Legacy Trail Connector Trail Master Plan Map, the proposed trail system plus one electronic copy (both PDF and Microsoft Word) to the PNR Project Manager for comment. (36" X 44" Glossy 24lb or comparable)

Task 6: Public Outreach and information

Deliverables:

- Social Media presentations hosted on internet for 12 weeks with the ability to take comments.
- Media presentation content that is supplied to the County's Communications Division for Polk Government Television (PGTV).

- Discussion hosted on internet forum such as Reddit hosted on internet for 12 weeks. All comments will be captured and documented.
- Public Meeting
    - At a minimum this will include sign in sheets, handouts and display boards
    - Draft Upper Peace Legacy Trail Connector Trail Master Plan to the PNR Staff for comment.
    - Draft Technical Dossier: Hardcopy Technical Memoranda No.1 – 5, and white papers plus one electronic copy (both PDF and Microsoft Word) to the PNR Staff for comment.
    - Draft large format Upper Peace Legacy Trail Connector Trail Master Plan Map, the proposed trail system plus one electronic copy (both PDF and Microsoft Word) to the PNR Staff for comment.
    - All comments will be captured and documented from public meeting.

Task 5 B and all of Task 6: Due 360 days after notice to proceed is issued

Task 7: Master Plan + Data and Analysis

Deliverables:

- Master Plan Executive Summary.
- Upper Peace River Legacy Trail Connector Trail Master Plan.
- All public agency and public comments as an appendix.
- Technical Dossier Executive Summary.
- Technical Dossier and appendixes.

Due 450 days after notice to proceed is issued

Important Electronic Document and Map Delivery Standards
PNR manages spatial information using GIS software from ESRI and most other data and documents using Microsoft Office 365 for Windows. Consultants wishing to exchange maps and data effectively with PNR should plan to use ESRI ArcGIS 10.8 or equivalent GIS Software. PNR Staff will provide some base mapping and other data in ESRI geodatabase or shapefile format. Other information and documents should be provided in Microsoft Office 365 formats.

Services provided by the Consultant shall comply with all aspects of the County's Local Agency Program agreements with the Florida Department of Transportation identified as FPID #44965-1-18-1.

PROJECT SCHEDULE

- 5/1/23 - Solicitation Date
- 5/31/23 - Solicitation Opening
- 6/14/23 - First Committee Meeting
- 6/28/23 - Committee Scoring Meeting
- 7/10/23 - Committee Interviews

- 7/12/23 - Recommendation of Award to Board - Authorize Negotiations
- 7/12/23 to 7/24/23 - Negotiation Period
- 7/24/23 - Draft Contract to FDOT for Approval
- 8/23/23 - Contract approved by Board

*This is dependent on FDOTs review and approval times.

AGREEMENT

The term of this agreement is estimated to be completed 445 calendar days from notice to proceed, or upon completion of construction. The actual term will be negotiated as part of the Selection Process, Elevation Level 4.

EVALUATION CRITERIA

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

Tab 1 – Executive Summary
(Items a-c: Maximum of two (2) pages)

a) For purposes of identifying this project, please state the following at the top of your Executive Summary:
"Lake Hancock Multi-Use Trail Connection / FDOT #44965-1-18-1"
b) Company name, contact name, telephone number, and email address.
c) Briefly state the Proposers understanding of the work to be done and make a positive commitment to perform the work.
d) Provide documentation showing proper incorporation by the Secretary of State.
e) Give the names of the persons who will be authorized to make representations for the proposer, their titles, addresses, email and cell phone numbers
f) Provide a copy of the firm's applicable certification(s) from the State of Florida allowing them to provide the services as outlined in the Scope of Service as well as compliance with F.S. 287.055.
g) Proposed responsible office for consultant.

Tab 2 –Approach to Project (30 Points)
(Maximum of four (4) pages)

- Provide a short narrative project approach outlining how you propose to respond to and manage this project. (Maximum of 1 page)
- Please describe the specific abilities of the firm/team in regard to this approach. Include any innovative approaches to providing the services, and include any additional information not directly cited in the scope of services. An outline description, including anticipated project tasks (in sequence) should be included. Firms should identify general schedule for anticipated deliverables (Maximum of 2 pages)
- Briefly describe firm's quality assurance/quality control program. (Maximum of 1 page)

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

- Provide a minimum of three (3) and a maximum of five (5) projects performed within the past ten (10) years for which your firm performed engineering services of similar size and scope complexity to include graphic representation particularly in Florida or the Southeast. (Limit response to one (1) page per project)

  For each project please provide:
  a. Name and location of the project
  b. Size and cost of the project
  c. Project representative name, address, phone number, and email address
  d. Date project was completed or is anticipated to be completed; compare to the original date
  e. Identify the key staff and their role in each project
  f. Provide the original budget and the final budget of the project. Explain the reason(s) for differences, such as owner requested change, contractor claim, and insufficient plans and specifications
  g. List of any time extensions created by item f above
  h. Indicate if project was a LAP project.
- Provide an organizational chart of the team highlighting the key individuals who will work on this contract as identified above.
- The key staff presented in the consultant's response shall be the staff utilized on this contract. Please provide the resumes of the key staff including, but not limited to, the items in the list below (One (1) page maximum per resume):
  a) Name and current position held by the person
  b) Name, title and project assignment
  c) Experience:
     (1) Types of projects.
     (2) Size of projects (dollar value of project).
     (3) What were their specific project involvements?
- Demonstrate each key staff's availability to respond to the needs of the project (Two (2) pages maximum for all key staff member)
- Identify sub consultants to be used, if any. For each sub consultant identified please provide:
  - A brief description of their experience outlining their qualifications to perform the intended services
  - A brief resume for each key personnel that will be assigned to perform the intended services.

Tab 4 – Interaction with County and Regulatory Agency Staff (5 Points)

- Provide documentation supporting the specialized qualifications of the proposed staff in terms of meeting this scope of service. Qualifications should highlight experience with regulatory agencies, identifying specific agencies and the items being addressed, including construction permitting, stormwater management permitting, consultation, governing regulations, and other related activities. Describe the firm's ability to work with the County's Roads and Drainage Division, Procurement Division, Building Division, Codes Division, Parks and Natural Resources Division and County Attorney's Office staff in order to successfully fulfill the scope of service. Demonstrate the firm's knowledge of permitting process, as well as local regulatory agencies, including, but not limited to FDOT, SWFWMD and FDEP. (**Limit response to one (1) page)**

Tab 5 – Timely Completion of Projects (20 Points)

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

Tab 6 – Surveys of Past Performance (10 Points)

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

- Completed surveys. **(See Exhibit 1)** Procurement will take the average of all three surveys and score as follows

○ Average Score between 9-10	10 Points
○ Average Score between 7-8	8 Points
○ Average Score between 5-6	6 Points
○ Average Score between 3-4	4 Points
○ Average Score between 1-2	2 Points
○ Average Score of 0	0 Points

Tab 7 – Additional Forms and Documentation

Proposers should provide the following completed forms or documentation with their Proposal. Forms can be found at the end of this RFP.

- Public Entity Crimes Statement
- Drug-Free Workplace Form (FDOT Form #375-040-18)
- Truth in Negotiation Certification (FDOT Form #375-030-30)
- Conflict of Interest Certification (FDOT Form #375-030-50)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts (FDOT Form #375-030-32)
- Certification of Disclosure of Lobbying Activities on Federal Aid Contracts (FDOT Form #375-030-33 and if applicable #375-030-034)

- Local Agency Program Federal-aid Terms for Professional Services Contracts (FDOT Form #375-040-84)
- DBE Bid Package Information (FDOT Form No. 275-030-11)

NOTE: FDOT forms are available at the following website:
https://pdl.fdot.gov/

BID OPENING

Submitters may attend the Bid Opening in person or via conference call by dialing (646) 558-8656 and enter Meeting ID: 327 647 2818. A listing of all proposers will be posted to Procurement's website as soon as possible after bid opening.

SELECTION PROCESS

Proposals will be evaluated in accordance with this section and all applicable County procurement policies and procedures.
The County shall appoint a selection committee (the "Selection Committee") that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section.

The County will use a competitive selection process based on the Elevation Levels described in this Section. At Elevation Levels 2 and 3, the Selection Committee will score and/or rank the Proposals as applicable.

Selection of a final Proposal will be based upon the following steps and factors:

Elevation Level 1 (Procurement Requirements Assessment):

- The County Procurement Division shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the County's discretion, non-conforming Proposals may be eliminated from further consideration and conforming Proposals shall be elevated to Elevation Level 2. Procurement will distribute Proposals and evaluation criteria to the Selection Committee.

- Procurement will also ensure all firms meet the requirement of certification as outlined in Florida Statute 287.055(3)(c).

- The Selection Committee may convene to review questions that arise during individual member review of submitted Proposals before Elevation Level 2 to allow for questions, clarifications, explanations, or other discussion to be held before the review of Proposals is completed.

Elevation Level 2 (Scoring)

- Procurement shall score each Proposal on the following evaluation criteria:

• Surveys of Past Performance (Tab 6)	10 points
Subtotal Points	**10 points**

by the process stated under each corresponding Tab description as set forth on Page 15.

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

• Approach to Project (Tab 2)	30 Points
• Experience, Expertise, (Tab 3) Personnel and Technical Resources	35 Points
• Interaction w/ County & Regulatory Agencies (Tab 4)	5 points
• Timely Completion of Projects (Tab 5)	20 points
Subtotal Points	**90 points**

by the following process:

(1) Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:

- EXCELLENT (1.0): Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless.

  The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an exceptional and superior degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver far beyond expectation.

- VERY GOOD (0.8): To a high degree; better than or above competent and/or skillful.

  The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver beyond expectation.

- GOOD (0.6): Having positive or desirable qualities; competent; skilled; above average.

  The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams,

drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at the expected level.

- FAIR (0.4): Average; moderate; mediocre; adequate; sufficient; satisfactory; standard.

  The Proposer provided information for a given criteria that satisfied the requirements and described sufficiently how and what will be accomplished in a manner that exhibited an adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.

- POOR (0.2): Inadequate; lacking; inferior in quality; of little or less merit; substandard; marginal.

  The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information, or was of inferior quality. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.

- UNACCEPTABLE (0.0):
  The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

(2) After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points available for such criterion shall be multiplied by the factor associated with the applicable description to produce the number of points allocated for that evaluation criterion. For example, a Selection Committee member classifies the "Experience and Expertise" criterion (which shall be worth 25 points for the purpose of this example) as "Very Good" (which is a description factor multiplier of 0.8). The points that Selection Committee member allocated for that evaluation criterion would be 20, calculated as follows: 25 available points x 0.8 applicable description factor multiplier = 20 points.

(3) A Selection Committee member's total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.

(4) When all Selection Committee members have completed their Proposal evaluations, the individual Selection Committee member's total scores for each Proposal will be added together to produce a final score for each Proposal.

(5) Procurement will confirm the calculations for the final score for each Proposal. Then, Procurement shall publish a rank-ordered listing of the Proposals to the Selection Committee with the Proposal receiving the highest point as the highest-ranked Proposal.

(6) In accordance with Section 287.055(4)(a), Florida Statutes, if there are three (3) or more Proposers in Elevation Level 2, the Selection Committee will elevate no fewer than the three highest scored of such Proposers to Elevation Level 3 for interviews. If there are only two Proposers in Elevation Level 2, the Selection Committee shall elevate those two Proposers to Elevation Level 3 for interviews. If there is only one Proposer in Elevation Level 2, then the Selection Committee may collectively decide if they would like to elevate the Proposer to Elevation Level 3 for interviews or if they would like to recommend the Board authorize staff to enter into Contract Negotiations with the Proposer. In the latter case, after Board approval to authorize staff to negotiate a contract, the Proposer will then be elevated to Elevation Level 4 for contract negotiations.

Elevation Level 3 (Proposer Interviews)

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

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

- Ability of Personnel
- Past performance
- Willingness to meet time recent, current, & projected workloads as well as budget requirements

Procurement shall receive and compile each Selection Committee member's ranking of each Proposer, and then publish a rank-ordered listing of Proposers to the Selection Committee, based on the combined average rankings given each Proposer. The Selection Committee members will then collectively decide if they would like to recommend the Board authorize staff to enter into Contract Negotiations with the highest-ranked Proposer. The ranking sheets and copies of the interviewed Proposers proposals will be sent to FDOT for review and approval of the highest-ranked Proposer. After FDOT approval and Board approval to authorize staff to negotiate a contract, said Proposer will then be elevated to Elevation Level 4 for contract negotiations.

In the event of a tie bids, bids may be awarded to one of the bidders based on any of the following criteria listed below, or as otherwise directed by the Procurement Director to comply with all of the provisions of the procurement ordinance.

- Ability if Personnel; and
- Past performance; and
- Willingness to meet time Recent, current, and projected workloads

Elevation Level 4 (Contract Negotiations)

If a Proposer is elevated to this level, Parks & Natural Resources, Procurement and the County Attorney's Office, with the assistance of the elevated Proposer shall negotiate an Agreement in accordance with Section 287.055(5), Florida Statutes.

If after negotiating for a reasonable time period the parties cannot agree on a contract, the County shall, in its sole discretion, terminate further contract negotiations with that Proposer. Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer have terminated. The Selection Committee shall then determine whether to recommend to FDOT and the Board to approve contract negotiations with the next-highest-ranked Proposer, and so on. If the Selection Committee decides not to recommend contract negotiations with the next-highest-ranked Proposer, or if the County determines there is no other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.

After contract negotiations with a Proposer are successfully completed pursuant to Elevation Level 4, the Parks & Natural Resources Division will provide copy of the Agreement executed by the Successful Proposer to FDOT to review for Federal and FDOT compliance. If, after review, FDOT determines the Agreement is in compliance they will notify the Parks & Natural Resources Division and the Negotiation Committee shall recommend to the Board of County Commissions that it selects such Proposer to provide the services as outlined in the Agreement. If, after FDOT determines the Agreement is not in compliance they will notify the Procurement Division of changes that need to be made to the Agreement. The Board of County Commissioners shall make the final decision whether to enter into an Agreement with a Proposer.

GENERAL CONDITIONS

CONTACT

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

INSURANCE REQUIREMENTS

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

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

Admitted in Florida	Yes
Employer's Liability	$200,000
All States Endorsement	Statutory
Voluntary Compensation	Statutory

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

Premises and Operations and Products/Completed Operations;

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

Independent Contractors; Delete Exclusion relative to Collapse, Explosion and Underground Property Damage Hazards; Policy must include Separation of Insureds Clause.

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

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

INDEMNIFICATION

"To the extent provided by law, Consultant shall indemnify, defend, and hold harmless the County and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Consultant, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Consultant.

The foregoing indemnification shall not constitute a waiver of the Department's or the County's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by the Consultant to indemnify the County for the negligent acts or omissions of the County, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the Consultant to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/proposal on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO

for a period of 36 months from the date of being placed on the convicted vendor list. By submitting this proposal, the proposer hereby certifies that they have complied with said statute.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

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

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

For this FDOT assisted contract, Polk County has adopted the FDOT DBE Program goal. The FDOT began its race neutral DBE program on January 1, 2000 and has an overall 10.65% goal it must achieve. While the utilization is not mandatory in order to be awarded the contract, continuing utilization of DBE firms on contracts supports the success of Florida's Voluntary DBE Program and supports Consultant's Equal Employment Opportunity and DBE Affirmative Action Programs.
The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both DBE's and non-DBEs. Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is:
https://fdotwp1.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/LogIn?ReturnUrl=%2fEqualOpportunityCompliance.

TITLE VI NONDISCRIMINATION POLICY STATEMENT – During the performance of this Contract, the Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

1. Compliance with Regulations: The Consultant shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the US Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

2. Nondiscrimination: The Consultant, with regard to the work performed by it during the Contract, shall not discriminate on the basis of race, color, national origin or sex in the selection and retention of sub-Consultants, including

procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for sub Consultants, including procurements of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under subcontract, including procurements of materials or leases of equipment, each potential sub Consultant or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, or sex.

4. Information and Reports: The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, order and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information the Consultant shall so certify to the Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Contract, the Florida Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

    a. withholding of payments to the Consultant under the Contract until the Consultant complies, or
    b. cancellation, termination or suspension of the Contract, in whole or in part.
    c. a determination of allowable costs in accordance with the Federal cost principles will be performed for services rendered under this bid

6. Incorporation of Provisions: The Consultant shall include the provisions of the 7-30.1 through 7-30.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation or the Federal Highway Administration, Federal Transit

Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

During the performance of this Contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant" agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired of Federal or Federal-aid programs and projects);

3. Federal-Aid Highway Act of 1973, (23 U.S.C § 324 et seq.), (prohibits discrimination on the basis of sex);

4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982, (49 U.S.C. 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color national origins or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and

certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

AFFIRMATION

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

DEVELOPMENT COSTS

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

ADDENDA

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

CODE OF ETHICS

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

TRUTH IN NEGOTIATION

Pursuant to Section 287.055(5)(a), Florida Statutes, the agency shall negotiate a contract with the most qualified firm for professional services at compensation which the agency determines is fair, competitive, and reasonable. In making such determination, the agency shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For any lump-sum or cost –plus-a-fixed-fee professional service contract over the threshold amount provided in s. 287.017 for CATEGORY FOUR, the agency shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are

accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.

APPLICABLE LAWS AND COURTS

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, State of Florida or the Middle District of Florida, Hillsborough County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

CONTRACT

All contracts are subject to final approval of the Polk County Board of County Commissioners and FDOT. 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.

PROPOSAL ACCEPTANCE PERIOD

A proposal shall be binding upon the offeror and irrevocable by it for one hundred and eighty (180) calendar days following the proposal opening date. Any proposal in which offeror shortens the acceptance period may be rejected.

ADDITION/DELETION

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

PROPRIETARY INFORMATION

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

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

REVIEW OF PROPOSAL FILES

In accordance with Chapter 119.071 of the Florida Statutes, the responses received for this Request for Proposal are exempt from review for thirty (30) days after the Bid Opening Date or at Recommendation of Award, whichever event occurs first.
Should the RFP be cancelled and re-solicited for any reason, proposal responses shall remain exempt from disclosure for a period not to exceed twelve (12) months or at Recommendation of Award of the subsequent solicitation.
RFP PROTEST: Any proposer desiring to file a protest, with respect to a recommended award of any RFP, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All proposers who submitted a proposal will be sent a Notice of Recommended Award, unless only one proposal was received.

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

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

UNAHTHORIZED ALIEN(S)

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 firm will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)

A. For purposes of this section, the following terms shall have the meanings ascribed to them below, or as may otherwise be defined in Section 448.095, Florida Statutes, as amended from time to time:

(i) "Consultant" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; and

(ii) "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees; and

(iii) "Subconsultant" means a person or entity that provides labor, supplies, or services to or for a consultant or another subconsultant in exchange for salary, wages, or other remuneration.

B. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, consultants and subconsultants shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The Consultant acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

(i) All persons employed by the Consultant to perform employment duties during the term of this contract; and

(ii) All persons (including sub-vendors/subconsultants/subcontractors) assigned by the Consultant to perform work pursuant to this contract.

C. The Consultant acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this section is an express condition of this contract, and the County may treat a failure to comply as a material breach of this contract. By entering into this contract, the Consultant becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subconsultants to provide an affidavit attesting that the subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. The *Consultant* shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this contract, or if a subconsultant knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Consultant, the Consultant may not be awarded a public contract for a period of 1 year after the date of termination. The Consultant shall be liable for any additional costs incurred by the County as a result of the termination of this contract. Nothing in this section shall be construed to allow intentional discrimination of any class protected by law.

LIMITATIONS

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

INVOICING AND PAYMENT: The successful proposer shall submit a properly certified invoice to the County at the contract prices. **An original invoice shall be submitted to the appropriate User Division.** The proposer shall include the contract number and/or the purchase order number on all invoices. By submitting an invoice, the proposer's Project Manager or any authorized officer is attesting to the correctness and accuracy of all charges. Invoices will be processed for payment when approved by the appropriate Division's Project Manager or designee. The County's payment of an invoice shall not constitute evidence of the County's acceptance of the Proposers performance of the Service or the County's acceptance of any work.

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

PUBLIC RECORD LAWS

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

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

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

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

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following

completion of this Agreement if the Consultant does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

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

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

RECORD RETENTION: Records are to be retained by the County and the Vendor for a minimum of ten (10) years from the date of final payment.

EVALUATION OF PERFORMANCE: The County project manager will complete a performance evaluation on the Successful Proposer upon completion of the scope of services described in this RFP.

ALLOWABLE COSTS: A determination of allowable costs in accordance with the Federal cost principles will be performed for services rendered under this contract.

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

1. Immediately discontinue all affected Services unless the notice directs otherwise, and
2. Deliver to the County all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.

3. Unless in dispute or subject to the County's right of set-off or other remedy, the Consultant shall be paid for Services actually rendered to the date of termination.
4. The rights and remedies of the County provided are in addition and supplemental to any and all other rights and remedies provided by law or under this agreement.

CONFLICT OF INTEREST: In accordance with 2 CFR 200.112, 23 CRF 1.33, & 23 CFR 172.7(b)(4), no official or employee of a State or any other governmental instrumentality who is authorized in his official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector or other person performing services for a State or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than his employment or retention by a State or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by a State or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed upon the public records of the State highway department and of such other governmental instrumentality, and such officer, employee or person has not participated in such acquisition for and in behalf of the State. It shall be the responsibility of the State to enforce the requirements of this section.

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

*Company Name:*_____

DBA/Fictitious Name (if applicable):_____

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

TIN #:_____

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

_____
(County) (State) (Zip Code)

Contact Person:_____

Phone Number:_____

Cell Phone Number:_____

Email Address:_____

Type of Organization:

_____ Sole Proprietorship _____ Partnership _____ Non-Profit _____ Sub-Chapter

_____Joint Venture _____ Corporation _____ LLC _____ LLP

_____ Publicly Traded _____ Employee Owned

State of Incorporation_____

The Successful proposer must complete and submit this section prior to award. The Successful proposer must invoice using the company name listed above.

EXHIBIT 1
DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

The objective of this process is to identify the past performance of the firm submitting a proposal package. This is accomplished by sending survey forms to past customers. The customers should return the forms directly to the Consultant. The Consultant is to include all surveys in their proposal package.

Sending the Survey
The surveys shall be sent to all clients for whom the Consultant has identified under Tab 3. Surveys should correlate to all projects identified under Tab 3.

If more surveys are included then Procurement will only use those identified under Tab 3.

1. The Consultant shall complete the following information for each customer that a survey will be sent

CLIENT NAME	Name of the company or institution that the work was performed for (i.e. Cactus School District, Rock Industries, City of Austin).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (Engineering Services for X Project) (Engineering Services for X Project), Etc.
COST OF SERVICES	Cost of services ($150,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2018)

2. The Consultant is responsible for verifying that their information is accurate prior to submission for references.

3. The survey must contain different services/projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.

4. The past projects can be either completed or on-going.

5. The past client/owner must evaluate and complete the survey.

Preparing the Surveys

1. The Consultant is responsible for sending out a performance survey to the clients that have been identified under Tab 3. The survey can be found on the next page.

2. The Consultant should enter the past clients' contact information, and project information on each survey form for each reference. The Consultant should also enter the name of the Consultant being surveyed.

4. The Consultant is responsible for ensuring all references/surveys are included in their submittal under Tab 6.

5. Polk County Procurement may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

Survey Questionnaire – Polk County

RFP 23-197, P.E. Services for Lake Hancock Multiuse Trail Connection– LAP

To: _____ _____
(Name of Person completing survey) (Name of Client Company/Firm)

Phone Number: _____

Email: _____

Subject: Past Performance Survey of:

_____
(Project Name)

Consultant Name: _____
(Name of firm being surveyed)

Cost of Services: _____ Date Complete: _____

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage	(1-10)	
5	Close out process	(1-10)	
6	Ability to communicate with Client's staff	(1-10)	
7	Ability to resolve issues promptly	(1-10)	
8	Ability to follow protocol	(1-10)	
9	Ability to maintain proper documentation	(1-10)	
10	Appropriate application of technology	(1-10)	

_____ _____
Printed Name of Evaluator Signature of Evaluator

Please fax or email the completed survey to: _____

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: RFP 23-197, P.E. Services for Lake Hancock Multiuse Trail Connection – LAP

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

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

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

Company Name: _____

_____

Signature Title Date

STATE OF: _____
COUNTY OF:_____

The foregoing instrument was signed and acknowledged before me this ____day of

_____, 20___, by _____ who has

produced (Print or Type Name)

_____ as identification.
(Type of Identification and Number)

_____
Notary Public Signature

_____
Printed Name of Notary Public

_____
Notary Commission Number/Expiration

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO AND MINISTER OATHS.

1. This sworn statement is submitted to _____
[print name of the public entity]

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn

statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THE FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
[signature]

Sworn to and subscribed before me this _____ day of _____, 20_____.

Personally known_____ _____

Or Produced identification_____ Notary Public – State of _____

_____ My commission expires_____
(Type of Identification)

_____
(Printed, typed or stamped
commission name of notary public)

Form PUR 7068 (Rev 6/11/92)

LOCAL GOVERNMENT PROMPT PAYMENT ACT

218.70 Popular name.

218.71 Purpose and policy.

218.72 Definitions.

218.73 Timely payment for non-construction services.

218.735 Timely payment for purchases of construction services.

218.74 Procedures for calculation of payment due dates.

218.75 Mandatory interest.

218.76 Improper payment request or invoice; resolution of disputes.

218.77 Payment by federal funds.

218.78 Report of interest.

218.79 Repeal of conflicting laws.

218.80 Public Bid Disclosure Act.

218.70 Popular name. --This part may be cited as the "Local Government Prompt Payment Act."

History.--s. 4, ch. 89-297; s. 1, ch. 2005-230.

218.71 Purpose and policy.--

(1) The purpose of this part is:

(a) To provide for prompt payments by local governmental entities and their institutions and agencies.

(b) To provide for interest payments on late payments made by local governmental entities and their institutions and agencies.

(c) To provide for a dispute resolution process for payment of obligations.

(2) It is the policy of this state that payment for all purchases by local governmental entities be made in a timely manner.

History.--s. 4, ch. 89-297.

218.72 Definitions.--As used in this part:

(1) "Proper invoice" means an invoice which conforms with all statutory requirements and with all requirements that have been specified by the local governmental entity to which the invoice is submitted.

(2) "Local governmental entity" means a county or municipal government, school board, school district, authority, special taxing district, other political subdivision, or any office, board, bureau, commission, department, branch, division, or institution thereof.

(3) "County" means a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

(4) "Municipality" means a municipality created pursuant to general or special law and metropolitan and consolidated governments as provided in s. 6(e) and (f), Art. VIII of the State Constitution.

(5) "Purchase" means the purchase of goods, services, or construction services; the purchase or lease of personal property; or the lease of real property by a local governmental entity.

(6) "Vendor" means any person who sells goods or services, sells or leases personal property, or leases real property directly to a local governmental entity. The term includes any person who provides waste hauling services to residents or businesses located within the boundaries of a local government pursuant to a contract or local ordinance.

(7) "Construction services" means all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvements to real property.

(8) "Payment request" means a request for payment for construction services which conforms with all statutory requirements and with all requirements specified by the local governmental entity to which the payment request is submitted.

(9) "Agent" means project architect, project engineer, or any other agency or person acting on behalf of the local governmental entity.

(10) "Contractor" or "provider of construction services" means any person who contracts directly with a local governmental entity to provide construction services.

History.--s. 4, ch. 89-297; s. 1, ch. 95-331; s. 1, ch. 2001-169; s. 2, ch. 2005-230.

218.73 Timely payment for non-construction services.--The time at which payment is due for a purchase other than construction services by a local governmental entity must be calculated from:

(1) The date on which a proper invoice is received by the chief disbursement officer of the local governmental entity after approval by the governing body, if required; or

(2) If a proper invoice is not received by the local governmental entity, the date:

(a) On which delivery of personal property is accepted by the local governmental entity;

(b) On which services are completed;

(c) On which the rental period begins; or

(d) On which the local governmental entity and vendor agree in a contract that provides dates relative to payment periods; whichever date is latest.

History.--s. 4, ch. 89-297; s. 2, ch. 95-331; s. 2, ch. 2001-169.

218.735 Timely payment for purchases of construction services.--

(1) The due date for payment for the purchase of construction services by a local governmental entity is determined as follows:

(a) If an agent must approve the payment request or invoice prior to the payment request or invoice being submitted to the local governmental entity, payment is due 25 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1).

(b) If an agent need not approve the payment request or invoice which is submitted by the contractor, payment is due 20 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1).

(2) The local governmental entity may reject the payment request or invoice within 20 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1). The rejection must be written and must specify the deficiency in the payment request or invoice and the action necessary to make the payment request or invoice proper.

(3) If a payment request or an invoice is rejected under subsection (2) and the contractor submits a corrected payment request or invoice which corrects the deficiency specified in writing by the local governmental entity, the corrected payment request or invoice must be paid or rejected on the later of:

(a) Ten business days after the date the corrected payment request or invoice is stamped as received as provided in s. 218.74(1); or

(b) If the governing body is required by ordinance, charter, or other law to approve or reject the corrected payment request or invoice, the first business day after the next regularly scheduled meeting of the governing body held after the corrected payment request or invoice is stamped as received as provided in s. 218.74(1).

(4) If a dispute between the local governmental entity and the contractor cannot be resolved by the procedure in subsection (3), the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract or in any applicable ordinance. In the absence of a prescribed procedure, the dispute must be resolved by the procedure specified in s. 218.76(2).

(5) If a local governmental entity disputes a portion of a payment request or an invoice, the undisputed portion shall be paid timely, in accordance with subsection (1).

(6) When a contractor receives payment from a local governmental entity for labor, services, or materials furnished by subcontractors and suppliers hired by the contractor, the contractor shall remit payment due to those subcontractors and suppliers within 10 days after the contractor's receipt of payment. When a subcontractor receives payment from a contractor for labor, services, or materials furnished by subcontractors and suppliers hired by the subcontractor, the subcontractor shall remit payment due to those subcontractors and suppliers within 7 days after the subcontractor's receipt of payment. Nothing herein shall prohibit a contractor or subcontractor from disputing, pursuant to the terms of the relevant contract, all or any portion of a payment alleged to be due to another party if the contractor or subcontractor notifies the party whose payment is disputed, in writing, of the amount in dispute and the actions required to cure the dispute. The contractor or subcontractor must pay all undisputed amounts due within the time limits imposed by this section.

(7)(a) Each contract for construction services between a local governmental entity and a contractor must provide for the development of a list of items required to render complete, satisfactory, and acceptable the construction services purchased by the local governmental entity. The contract must specify the process for the development of the list, including responsibilities of the local governmental entity and the contractor in developing and reviewing the list and a reasonable time for developing the list, as follows:

1. For construction projects having an estimated cost of less than $10 million, within 30 calendar days after reaching substantial completion of the construction services purchased as defined in the contract, or, if not defined in the contract, upon reaching beneficial occupancy or use; or

2. For construction projects having an estimated cost of $10 million or more, within 30 calendar days, unless otherwise extended by contract not to exceed 60 calendar days, after reaching substantial completion of the construction services purchased as defined in the contract, or, if not defined in the contract, upon reaching beneficial occupancy or use.

(b) If the contract between the local governmental entity and the contractor relates to the purchase of construction services on more than one building or structure, or involves a multiphased project, the contract must provide for the development of a list of items required to render complete, satisfactory, and acceptable all the construction services purchased pursuant to the contract for each building, structure, or phase of the project within the time limitations provided in paragraph (a).

(c) The failure to include any corrective work or pending items not yet completed on the list developed pursuant to this subsection does not alter the responsibility of the contractor to complete all the construction services purchased pursuant to the contract.

(d) Upon completion of all items on the list, the contractor may submit a payment request for all remaining retainage withheld by the local governmental entity pursuant to this section. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the contract, the local governmental entity may continue to withhold an amount not to exceed 150 percent of the total costs to complete such items.

(e) All items that require correction under the contract and that are identified after the preparation and delivery of the list remain the obligation of the contractor as defined by the contract.

(f) Warranty items may not affect the final payment of retainage as provided in this section or as provided in the contract between the contractor and its subcontractors and suppliers.

(g) Retainage may not be held by a local governmental entity or a contractor to secure payment of insurance premiums under a consolidated insurance program or series of insurance policies issued to a local governmental entity or a contractor for a project or group of projects, and the final payment of retainage as provided in this section may not be delayed pending a final audit by the local governmental entity's or contractor's insurance provider.

(h) If a local governmental entity fails to comply with its responsibilities to develop the list required under paragraph (a) or paragraph (b), as defined in the contract, within the time limitations provided in paragraph (a), the contractor may submit a payment request for all remaining retainage withheld by the local governmental entity pursuant to this section. The local governmental entity need not pay or process any payment request for retainage if the contractor has, in whole or in part, failed to cooperate with the local governmental entity in the development of the list or failed to perform its contractual responsibilities, if any, with regard to the development of the list or if paragraph (8)(f) applies.

(8)(a) With regard to any contract for construction services, a local governmental entity may withhold from each progress payment made to the contractor an amount not exceeding 10 percent of the payment as retainage until 50-percent completion of such services.

(b) After 50-percent completion of the construction services purchased pursuant to the contract, the local governmental entity must reduce to 5 percent the amount of retainage withheld from each subsequent progress payment made to the contractor. For purposes of this subsection, the term "50-percent completion" has the meaning set forth in the contract between the local governmental entity and the contractor or, if not defined in the contract, the point at which the local governmental entity has expended 50 percent of the total cost of the construction services purchased as identified in the contract together with all costs associated with existing change orders and other additions or modifications to the construction services provided for in the contract. However, notwithstanding this subsection, a municipality having a population of 25,000 or fewer, or a county having a population of 100,000 or fewer, may withhold retainage in an amount not exceeding 10

percent of each progress payment made to the contractor until final completion and acceptance of the project by the local governmental entity.

(c) After 50-percent completion of the construction services purchased pursuant to the contract, the contractor may elect to withhold retainage from payments to its subcontractors at a rate higher than 5 percent. The specific amount to be withheld must be determined on a case-by-case basis and must be based on the contractor's assessment of the subcontractor's past performance, the likelihood that such performance will continue, and the contractor's ability to rely on other safeguards. The contractor shall notify the subcontractor, in writing, of its determination to withhold more than 5 percent of the progress payment and the reasons for making that determination, and the contractor may not request the release of such retained funds from the local governmental entity.

(d) After 50-percent completion of the construction services purchased pursuant to the contract, the contractor may present to the local governmental entity a payment request for up to one-half of the retainage held by the local governmental entity. The local governmental entity shall promptly make payment to the contractor, unless the local governmental entity has grounds, pursuant to paragraph (f), for withholding the payment of retainage. If the local governmental entity makes payment of retainage to the contractor under this paragraph which is attributable to the labor, services, or materials supplied by one or more subcontractors or suppliers, the contractor shall timely remit payment of such retainage to those subcontractors and suppliers.

(e) This section does not prohibit a local governmental entity from withholding retainage at a rate less than 10 percent of each progress payment, from incrementally reducing the rate of retainage pursuant to a schedule provided for in the contract, or from releasing at any point all or a portion of any retainage withheld by the local governmental entity which is attributable to the labor, services, or materials supplied by the contractor or by one or more subcontractors or suppliers. If a local governmental entity makes any payment of retainage to the contractor which is attributable to the labor, services, or materials supplied by one or more subcontractors or suppliers, the contractor shall timely remit payment of such retainage to those subcontractors and suppliers.

(f) This section does not require the local governmental entity to pay or release any amounts that are the subject of a good faith dispute, the subject of a claim brought pursuant to s. 255.05, or otherwise the subject of a claim or demand by the local governmental entity or contractor.

(g) The time limitations set forth in this section for payment of payment requests apply to any payment request for retainage made pursuant to this section.

(h) Paragraphs (a)-(d) do not apply to construction services purchased by a local governmental entity which are paid for, in whole or in part, with federal funds and are subject to federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act.

(i) This subsection does not apply to any construction services purchased by a local governmental entity if the total cost of the construction services purchased as identified in the contract is $200,000 or less.

(9) All payments due under this section and not made within the time periods specified by this section shall bear interest at the rate of 1 percent per month, or the rate specified by contract, whichever is greater.

History.--s. 3, ch. 95-331; s. 3, ch. 2001-169; s. 3, ch. 2005-230.

218.74 Procedures for calculation of payment due dates.--

(1) Each local governmental entity shall establish procedures whereby each payment request or invoice received by the local governmental entity is marked as received on the date on which it is delivered to an agent or employee of the local governmental entity or of a facility or office of the local governmental entity.

(2) The payment due date for a local governmental entity for the purchase of goods or services other than construction services is 45 days after the date specified in s. 218.73. The payment due date for the purchase of construction services is specified in s. 218.735.

(3) If the terms under which a purchase is made allow for partial deliveries and a payment request or proper invoice is submitted for a partial delivery, the time for payment for the partial delivery must be calculated from the time of the partial delivery and the submission of the payment request or invoice in the same manner as provided in s. 218.73 or s. 218.735.

(4) All payments, other than payments for construction services, due from a local governmental entity and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance. The vendor must invoice the local governmental entity for any interest accrued in order to receive the interest payment. Any overdue period of less than 1 month is considered as 1 month in computing interest. Unpaid interest is compounded monthly. For the purposes of this section, the term "1 month" means a period beginning on any day of one month and ending on the same day of the following month.

History.--s. 4, ch. 89-297; s. 4, ch. 95-331; s. 4, ch. 2001-169.

218.75 Mandatory interest.--No contract between a local governmental entity and a vendor or a provider of construction services shall prohibit the collection of late payment interest charges allowable under this part.

History.--s. 4, ch. 89-297; s. 5, ch. 2001-169.

218.76 Improper payment request or invoice; resolution of disputes.--

(1) In any case in which an improper payment request or invoice is submitted by a vendor, the local governmental entity shall, within 10 days after the improper payment request or invoice is received by it, notify the vendor that the payment request or invoice is improper and indicate what corrective action on the part of the vendor is needed to make the payment request or invoice proper.

(2) In the event a dispute occurs between a vendor and a local governmental entity concerning payment of a payment request or an invoice, such disagreement shall be finally determined by the

local governmental entity as provided in this section. Each local governmental entity shall establish a dispute resolution procedure to be followed by the local governmental entity in cases of such disputes. Such procedure shall provide that proceedings to resolve the dispute shall be commenced not later than 45 days after the date on which the payment request or proper invoice was received by the local governmental entity and shall be concluded by final decision of the local governmental entity not later than 60 days after the date on which the payment request or proper invoice was received by the local governmental entity. Such procedures shall not be subject to chapter 120, and such procedures shall not constitute an administrative proceeding which prohibits a court from deciding de novo any action arising out of the dispute. If the dispute is resolved in favor of the local governmental entity, then interest charges shall begin to accrue 15 days after the local governmental entity's final decision. If the dispute is resolved in favor of the vendor, then interest shall begin to accrue as of the original date the payment became due.

(3) In an action to recover amounts due under ss. 218.70-218.80, the court shall award court costs and reasonable attorney's fees, including fees incurred through any appeal, to the prevailing party, if the court finds that the nonprevailing party withheld any portion of the payment that is the subject of the action without any reasonable basis in law or fact to dispute the prevailing party's claim to those amounts.

History.--s. 4, ch. 89-297; s. 6, ch. 2001-169; s. 34, ch. 2002-1.

218.77 Payment by federal funds.--A local governmental entity which intends to pay for a purchase with federal funds shall not make such purchase without reasonable assurance that federal funds to cover the cost thereof will be received. Where payment or the time of payment is contingent on receipt of federal funds or federal approval, any contract and any solicitation to bid shall clearly state such contingency.

History.--s. 4, ch. 89-297.

218.78 Report of interest.--If the total amount of interest paid during the preceding fiscal year exceeds $250, each local governmental entity shall, during December of each year, report to the board of county commissioners or the municipal governing body the number of interest payments made by it during the preceding fiscal year and the total amount of such payments made under this part.

History.--s. 4, ch. 89-297; s. 5, ch. 95-331.

218.79 Repeal of conflicting laws.--All laws and parts of laws in conflict with this part are repealed.

History.--s. 4, ch. 89-297.

218.80 Public Bid Disclosure Act.--

(1) This section may be cited as the "Public Bid Disclosure Act."

(2) It is the intent of the Legislature that a local governmental entity shall disclose all of the local governmental entity's permits or fees, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees, payable by the contractor to the unit of government that issued the bidding documents or other request for proposal, unless such permits or fees are disclosed in the bidding documents or other request for proposal for the project at the time the project was let for bid. It is further the intent of the Legislature to prohibit local governments from halting construction to collect any undisclosed permits or fees which were not disclosed or included in the bidding documents or other request for proposal for the project at the time the project was let for bid.

(3) Bidding documents or other request for proposal issued for bids by a local governmental entity, or any public contract entered into between a local governmental entity and a contractor shall disclose each permit or fee which the contractor will have to pay before or during construction and shall include the dollar amount or the percentage method or the unit method of all permits or fees which may be required by the local government as a part of the contract. If the request for proposal does not require the response to include a final fixed price, the local governmental entity is not required to disclose any fees or assessments in the request for proposal. However, at least 10 days prior to requiring the contractor to submit a final fixed price for the project, the local governmental entity shall make the disclosures required in this section. Any of the local governmental entity's permits or fees which are not disclosed in the bidding documents, other request for proposal, or a contract between a local government and a contractor shall not be assessed or collected after the contract is let. No local government shall halt construction under any public contract or delay completion of the contract in order to collect any permits or fees which were not provided for or specified in the bidding documents, other request for proposal, or the contract.

(4) This section does not require disclosure in the bidding documents of any permits or fees imposed as a result of a change order or a modification to the contract. The local government shall disclose all permits or fees imposed as a result of a change order or a modification to the contract prior to the date the contractor is required to submit a price for the change order or modification.

History.--s. 1, ch. 93-76.

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

287.087 Preference to businesses with drug-free workplace programs. --Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(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 (1).

(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 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

☐ **YES**

☐ **NO**

NAME OF BUSINESS: _____

TRUTH IN NEGOTIATION CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

_____
Name of Consultant

By:_____ _____
Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION SELECTION COMMITTEE

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

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

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

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

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

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

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

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

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
RFP 23-197	P.E. Services for Lake Hancock Multiuse Trail Connection – LAP	

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

Selection Committee Members:

Date: _____

Printed Names	Signatures

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION SELECTION COMMITTEE

Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
RFP 23-197	P.E. Services for Lake Hancock Multiuse Trail Connection – LAP	

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

Selection Committee Members:

Printed Names	Signatures

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
PUBLIC OFFICERS/EMPLOYEES

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

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

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

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

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

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

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

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

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
RFP 23-197	P.E. Services for Lake Hancock Multiuse Trail Connection – LAP	

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.
(continued on next page)

Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

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

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

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

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

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

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes..

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
RFP 23-197	P.E. Services for Lake Hancock Multiuse Trail Connection – LAP	

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

Printed Names	Signatures	Date

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

(Compliance with 2 CFR Parts 180 and 1200)

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

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name of Consultant: _____

By: _____ Date: _____

Authorized Signature: _____

Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

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

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material change **For Material Change Only:** Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, *if known*: _____ _____ _____ Congressional District, *if known*: 4c _____		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, *if known*: _____
6. Federal Department/Agency: _____ _____		**7. Federal Program Name/Description:** _____ _____ CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*: _____		**9. Award Amount,** *if known*: $ _____
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*): _____ _____ _____		**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*): _____ _____ _____
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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

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

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

2. Identify the status of the covered Federal action.

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

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

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

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

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

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

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

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

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

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

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

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

B. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.

C. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement not withstanding.

D. The consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

E. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

F. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

G. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

H. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

I. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,

   1. withholding of payments to the Consultant under the contract until the Consultant complies and/or

   2. cancellation, termination or suspension of the contract, in whole or in part.

J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions

issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

K. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

L. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.

M. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

> "The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate."

Pursuant to 49 CFR26.11(c), the Consultant shall submit the bid opportunity list at the time of contract execution, and shall enter DBE commitment and payment information in the Florida Department of Transportation Equal Opportunity Compliance (EOC) system. The Consultant shall request access to the EOC system using Form No. 275-021-30.

O. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

P. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

Q. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or

2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

R. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;

2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or

3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

S. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.65% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information.

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs.**

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is: https://www.fdot.gov/equalopportunity/eoc.shtm.

DBE/AA Plans

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "___" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us.**

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

CONSULTANT SERVICE AGREEMENT

THIS CONSULTANT SERVICE AGREEMENT (the "Agreement") is entered into as of the Effective Date (defined in Section 1, below) by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 West Church Street, Bartow, Florida 33830, and _____(the "Consultant"), headquartered at _____ whose Federal Employer Identification Number is _____.

WHEREAS, the County requires certain construction engineering and inspection services for the Lake Hancock multi-use trail project to establish a planning effort for a contiguous multi-use trail around Lake Hancock and connect to the other planned regional trails within two miles (+/-) of the shores of Lake Hancock; and,

WHEREAS, the County has solicited for these services via an advertised request for proposals (RFP 23-197) and has received numerous responsive proposals thereto; and

WHEREAS, after review and consideration of all responsive proposals, the County intends to engage the Consultant to provide it the required professional engineering services; and

WHEREAS, the Consultant remains agreeable to providing the County the required professional services and represents that it is competent, qualified, capable and prepared to do so according to the terms and conditions stated herein;

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

1.0 **Effective Date; Term**

1.1 This Agreement shall take effect on the date (the "Effective Date") of its execution by the County and shall continue until the Consultant completes all Services as identified in Section 2, below, unless the Agreement is otherwise sooner terminated as provided herein.

2.0 **Consultant Services**

2.1 The County does hereby retain the Consultant to furnish those services and to perform those tasks (collectively, the "Services") further described in (i) the County's Request for Proposal RFP # 23-197, to include all attachments and addenda, (ii) the Consultant's responsive proposal, and (iii) Scope of Work thereto(collectively, (i), (ii), and (iii) are "RFP 23-197"), all of which are incorporated into this Agreement by this reference, attached as a composite Exhibit "A" and made a part of this Agreement.

DRAFT

3.0 **Compensation**

3.1 General

3.1.1 In consideration for its providing the Services, the County shall pay the Consultant the not to exceed amount of _____ stated in Exhibit "A-III" Compensation, which is attached hereto and made a part of this Agreement.

3.1.2 The Consultant shall invoice the County based upon the Consultant's fees that are stated on the attached Exhibit "B", "Fee Schedule", which is made a part of this Agreement. The Fee Schedule identifies all Consultant job classifications which will perform billable services pursuant to this Agreement and the fee for each job classification, along with all equipment, materials, and supplies necessary in the performance of the Services. The County shall not be obligated to pay the Consultant (i) for any Services performed by individuals whose job classifications are not listed on the Fee Schedule, and (ii) for the cost of any equipment, material, or supplies not listed on the Fee Schedule that the Consultant may use in performing the Services.

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

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

Polk County Parks and Natural Resources Division
4177 Ben Durrance Road
Bartow, FL 33830

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

3.1.6 The County's payment of a Final Invoice shall not constitute evidence of the County's acceptance of the Consultant's performance of the Services or its acceptance of any of the Consultant's Project work.

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

3.1.8 By its submission of an invoice, the Consultant's project manager or designated payroll officer shall be deemed to be attesting to the correctness and accuracy of all charges and requested reimbursements stated in such invoice.

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

3.2 Reimbursable Expenses

3.2.1 All Consultant requests for payment of expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the County's Reimbursable Schedule that is attached hereto as Exhibit "C" and made a part of this Agreement. The Consultant's request for payment shall include copies of paid receipts, invoices or other documentation acceptable to the County Auditor. To qualify for reimbursement, the Consultant's documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Services performed in accordance with this Agreement.

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

Overnight Deliveries

3.2.3 Mileage shall be reimbursed in accordance with Florida Statutes, section 112.061and County policy for pre-approved out-of-county travel (excluding travel from home offices located outside of Polk County to the Polk County line).

3.2.4 Reimbursable Expenses, including subconsultants, shall be

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reimbursed at cost.

3.2.5 Pre-approved travel costs shall be reimbursed in accordance with Florida Statutes section 112.061.

3.2.6 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the County upon completion of any Project work for which the asset was utilized. All such assets must be surrendered by delivery to the applicable County Division responsible for the Project immediately upon (i) demand, (ii) termination of the Agreement, or (iii) the conclusion of the applicable Project, whichever occurs first.

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

4.0 **Consultant's Responsibilities**

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

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

5.0 **Ownership of Documents**

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

6.0 **Termination**

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

6.1.1 Immediately discontinue all affected Services unless the notice

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directs otherwise, and

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

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

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

7.0 **No Contingent Fees**

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

8.0 **Assignment**

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

9.0 **Professional Associates and Subconsultants**

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

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failure of a professional associate or subconsultant to timely or properly perform any of its obligations to the Consultant shall not relieve the Consultant of its obligations to the County under this Agreement.

10.0 **Indemnification of County**

To the extent provided by law, the Consultant shall indemnify, defend, and hold harmless the County and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the Consultant, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the Consultant hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The forgoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statues, Section 768.28. Nor shall the same be construed to constitute agreement by the Consultant to indemnify the County for the negligent acts or omissions of the County, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the Consultant to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

11.0 **Insurance Requirements**

The Consultant shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Consultant shall provide the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The Polk County, a political subdivision of the State of Florida, and the State of Florida, Department of Transportation shall be named as an additional insured on General and Automobile Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County and the State of Florida, Department of Transportation. The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an

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A.M. Best rating of at least the "A" category and size category of VIII. In the event of any failure by the Consultant to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Consultant suspend Consultant's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Consultant's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Consultant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage. The County shall receive 30 days advance notice of non-renewal, cancellation, or material change to any policy required under this agreement. Policies that include Self Insured Retention will not be accepted.

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

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

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

Premises and Operations:

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

Independent Consultants:

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

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

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12.0 **Public Entity Crimes**

The Consultant understands and acknowledges that this Agreement will be voidable by the County in the event the conditions stated in Florida Statutes, Section 287.133 relating to conviction for a public entity crime apply to the Consultant.

13.0 **Non-Discrimination**

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

14.0 **Designation of Party Representatives**

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

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

15.0 **All Prior Agreements Superseded**

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

16.0 **Modifications, Amendments or Alterations**

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

17.0 **Independent Consultant**

Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Consultant (including its officers, employees, and agents) as the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. The Consultant is to be and shall

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remain forever an independent Consultant with respect to all Services performed under this Agreement. The Consultant shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and the Consultant shall have no right to speak for or bind the County in any manner.

18.0 **Public Records Law**

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

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

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

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

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

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

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

RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.

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BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET

19.0 **Compliance with Laws and Regulations**

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

20.0 **Governing Law and Venue**

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. Each party shall be responsible for its own attorneys' fees and other legal costs and expenses.

21.0 **Notices**

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

For County:

Polk County Parks and Natural Resources Division
4177 Ben Durrance Road
Bartow, FL 33830
Attention: Director

For Consultant: _____
_____
_____
Attention: _____

22.0 Severability

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

23.0 Annual Appropriations

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

24.0 Unauthorized Alien(s)

The Consultant shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Consultant shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

25.0 Consultant Representations

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

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

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

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

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

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

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

25.1.7 Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

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

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

26.0 Default and Remedy

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

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have the right to immediately terminate this Agreement by delivering written notice to the County. Upon any such termination, the County shall pay the Consultant the full amount due and owing for all Services performed through the date of Agreement termination.

27.0 Limitation of Liability

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

28.0 Waiver

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

29.0 Attorneys' Fees and Costs

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

30.0 Force Majeure

The Consultant shall 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. Within five (5) days after the occurrence of an Event of Force Majeure, the Consultant shall deliver written notice to the County describing the

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event in reasonably sufficient detail and how the event has precluded the Consultant from performing its obligations hereunder. The Consultant'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 Consultant 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 Consultant 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 Consultant shall keep the County duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

31.0 Key Personnel

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

Name: _____

Name: _____

Name: _____

Name: _____

32.0 Employment Eligibility Verification (E-VERIFY)

A. For purposes of this section, the following terms shall have the meanings ascribed to them below, or as may otherwise be defined in Section 448.095, Florida Statutes, as amended from time to time:

(i) "Consultant" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; and

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(ii) "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees; and

(iii) "Subconsultant" means a person or entity that provides labor, supplies, or services to or for a consultant or another subconsultant in exchange for salary, wages, or other remuneration.

B. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, consultants and subconsultants shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The Consultant acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this contract, and the County may treat a failure to comply as a material breach of this contract.

C. By entering into this contract, the Consultant becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subconsultants to provide an affidavit attesting that the subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this contract, or if a subconsultant knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Consultant, the Consultant may not be awarded a public contract for a period of 1 year after the date of termination. The Consultant shall be liable for any additional costs incurred by the County as a result of the termination of this contract. Nothing in this section shall be construed to allow intentional discrimination of any class protected by law.

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33.0 Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

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

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

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

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

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

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

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

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

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

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

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34.0 No Construction Against Drafter

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

35.0 Local Agency program Federal-Aid Terms for Professional Services Contracts (See attached Appendix I).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

Polk County, a political subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
George Lindsey III, Chair
Board of County Commissioners

Date Signed By County _____

Reviewed as to form and legal sufficiency:

_____
County Attorney's Office Date

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ATTEST:

VENDOR NAME
a [State, Corp./ LLC/ Partnership]

By: _____

_____
PRINT NAME

_____
TITLE

By: _____

_____
PRINT NAME

_____
TITLE

Date: _____

SEAL

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 _____

Appendix "I"

SUPPLEMENTAL CONDITIONS-FEDERAL CLAUSES

The County has been awarded and received Florida Department of Transportation (FDOT) and the Federal Highway Administration (FHWA) Local Agency Program funds for the services to be provided under the Agreement from FDOT and FHWA Local Agency Program. In accordance with the federal procurement standards at 2 C.F.R. sections 200.317 through 200.327 the following clauses are incorporated in this RFP, any resulting award with the prime Consultant, and any resulting contracts between the prime Consultant and sub-consultants and material suppliers. The following conditions are supplemental to the General Terms and Conditions. Where there is conflict, these Supplemental Conditions prevail unless the General Terms and Conditions are stricter.

1. Equal Employment Opportunity. (Applicable to construction only)

During the performance of this Contract, the Consultant agrees as follows:

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The consultant 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 consultant 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 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Consultant 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 Consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The consultant 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 Consultant 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 Consultant'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 consultant 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 Consultant 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 subconsultant or consultant. The Consultant 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 Consultant becomes involved in, or is threatened with, litigation with a subconsultant or consultant as a result of such direction by the administering agency the consultant may request the United States to enter into such litigation to protect the interests of the United States

2. **Contract Work Hours and Safety Standards Act**.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Consultant and any subconsultant responsible therefor shall be liable for the unpaid wages. In addition, such consultant and subconsultant 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 FDOT and FHWA Local Agency Program, the applicable Federal agency, or Polk County as the recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the consultant or subconsultant under any such contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such consultant or subconsultant for unpaid wages

and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Consultant or subconsultant shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime consultant shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in paragraphs (1) through (4) of this section.

3. **Clean Air Act and the Federal Water Pollution Control Act**.

Clean Air Act

(1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FDOT, FHWA and the appropriate Environmental Protection Agency Regional Office.

(3) The Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FDOT and FHWA Local Agency Program.

Federal Water Pollution Control Act

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

(2) The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the FDOT, FHWA and the appropriate Environmental Protection Agency Regional Office.

(3) The Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FDOT and FHWA Local Agency Program.

4. **Debarment and Suspension. (Exhibit "A")**

(1) This Contract/Purchase Order is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates

(defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

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

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

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

Consultants who apply or bid for an award of $100,000 or more shall file the required certification (attached hereto as Exhibit "B"). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

6. **Procurement of Recovered Materials.**

(1) In the performance of this Contract/Purchase Order, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program."

7. **Domestic Preference**

In accordance with 2 CFR §200.322, to the greatest extent practicable under a Federal award, the County must provide a preference for the purchase acquisition, or use of goods, products, or materials produced in the United States (including but not limited to

iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

8. **Affirmative Action.**

In accordance with 2 CFR §200.321, the County is committed to taking all necessary steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The Consultant shall also take such affirmative steps in the selection of its subconsultants, laborers and materialmen. Affirmative steps include:

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

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

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

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

9. **Access to Records**. The following access to records requirements apply to this Contract and any Purchase Order issued hereunder:

(1) The Consultant agrees to provide Polk County, FDOT and FHWA or any of their authorized representatives, including but not limited to the Government Accountability Office ("GOA"), Treasury's Office of Inspector General ("OIG"), and the Pandemic Relief Accountability Committee ("PRAC"), access to any books, documents, papers, and records of the Consultant which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Consultant agrees to provide FDOT, FHWA or their authorized representatives access to construction or other work sites pertaining to the work being completed under the applicable Purchase Order."

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

11. **Compliance with Federal Law, Regulations, and Executive Orders**. This is an acknowledgement that the FDOT and FHWA Local Agency Program financial assistance will be used to fund the Contract only. The Consultant will comply will all applicable federal law, regulations, executive orders, policies, procedures, and directives.

12. **No Obligation by Federal Government.** The Federal Government is not a party to this Purchase Order and is not subject to any obligations or liabilities to the non-Federal entity, consultant, or any other party pertaining to any matter resulting from this Purchase Order.

13. **Program Fraud and False or Fraudulent Statements or Related Acts.**

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

14. **Default and Remedy**.

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

termination, less any amount subject to the County's right of set-off, and all liability of the County to the Consultant shall cease.

Certain Material Defaults. Among other matters, including without limitation, the Consultant's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, as described immediately above, any of the following shall constitute the Consultant's material default of the Contract: the appointment of a receiver to take possession of all or substantially all of the Consultant's assets, a general assignment by the Consultant for the benefit of creditors, or any action taken by or suffered by Consultant under any insolvency or bankruptcy act; or the Consultant is convicted of a public entity crime, is determined to have violated federal or state law prohibiting discrimination as stated in Section 287.134, Florida Statutes, or is prohibited from performing work for or transacting business with the County pursuant to Section 287.133 or to Section 287.134, Florida Statutes; or an assignment of the Contract made without the express written consent of the County; or the submission of a false certification to the County or engagement in prohibited business operations, both as described in the Contract Documents.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LOCAL AGENCY PROGRAM AGREEMENT

FPN: 449695-1-18-01	FPN:	FPN:
Federal No (FAIN): D122-063-B	Federal No (FAIN):	Federal No (FAIN):
Federal Award Date:	Federal Award Date:	Federal Award Date:
Fund: SU	Fund:	Fund:
Org Code: 55012010130	Org Code:	Org Code:
FLAIR Approp: 215	FLAIR Approp:	FLAIR Approp:
FLAIR Obj: 780000	FLAIR Obj:	FLAIR Obj:

County No: 16 - Polk County Contract No:
Recipient Vendor No: F596000809027 Recipient Unique Entity ID SAM No: JBN5EHFNGUG9

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and Polk County ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the master trail plan for the Upper Peace River Trail at Various Locations, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 12/31/2024. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

   a. The estimated cost of the Project is $ 250,000.00 (Two Hundred Fifty Thousand Dollars). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $250,000.00 (Two Hundred Fifty Thousand Dollars) and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

   c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.

b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.

e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the

Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

   If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

   A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or

e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time,

adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.

b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.

c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.

f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount

claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.

b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "E"** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).

iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally delivered projects. Defect management and supervision of LAP project structures components must be

proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.

b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts

with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.

c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. **Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this

Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the

making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

m. The Recipient shall:

i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and

ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

p. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

a. **Exhibits "A", "B", "C", "D", "E"** and **"F"** are attached to and incorporated into this Agreement.

b. ☐ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.

c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.

d. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

f. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L"**, Landscape Maintenance, is attached and incorporated into this Agreement.

g. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.

h. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.

i. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

j. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

k. **Exhibit and Attachment List**

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
Exhibit C: Title VI Assurances
Exhibit D: Recipient Resolution
Exhibit E: Federal Financial Assistance (Single Audit Act)
Exhibit F: Contract Payment Requirements
* Exhibit G: FHWA Form 1273
* Exhibit H: Alternative Advance Payment Financial Provisions
* Exhibit I: State Funds Addendum
* Exhibit J: State Financial Assistance (Florida Single Audit Act)
* Exhibit K: Advance Project Reimbursement
* Exhibit L: Landscape Maintenance
* Exhibit M: Roadway Lighting Maintenance
* Exhibit N: Traffic Signal Maintenance
* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

* **Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT: ~~POLK COUNTY~~

By: _____

Name: George M. Lindsey III

Title: Chair

H.L

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name:

Title:

Legal Review:

DS
DC

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 449695-1-18-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Polk County (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: UPPER PEACE RIVER TR AT VARIOUS LOCATIONS

PROJECT DESCRIPTION: The project will create a master trail plan for trails which connect within 2 miles of Lake Hancock Hub Trails (Panther Point Trail, Fort Fraser Trail, Upper Peace River Legacy Trail). This Master plan would include the following:

Connection A - from Upper Peace River Legacy Trail Phase 3, running 1.98 miles west to east from Lost Bridge Trail at Circle Bar B Preserve to Acorn Loop Trail on Marshall Hampton Reserve.

Connection B - from Panther Point Trail (Upper Peace River Legacy Trail Phase 2) south to Cross Over Road. This is referred to as the Panther Point Connector Trail.

Connection C - from the intersection of Panther Point Trail and Fort Fraser Trail, south to Fort Meade Trail (2.91 miles).

Connection D - from intersection of Upper Peace River Legacy Trail Phase 1 and Fort Fraser Trail northwest to proposed Holloway Trail South, 1.4 miles and thence to Lakeland Florida's "3 Park" trail (3.6 miles).

Connection E - from intersection of Panther Point Trail and Fort Fraser Trail west through the proposed Lakeland Highland Scrub trail to Lakeland Highlands Scrub (3.56 miles) thence to Se7en Wetlands Preserve, which is connected to Loyce E Harpe Park and Connects to Mulberry Park.

Connection F - from the intersection of the Panther Point Connector trail at Old Bartow Eagle Lake Road south to connect with the intersection of Toll Road 570B and Highway 17 thence to Hwy 60 along the Central Polk Parkway Multipurpose Trail.

Connection G - from the connection of the Ernest M. Smith Trail east to intersection of the Panther Point Connector trail at Old Bartow Eagle Lake Road south and east to bicycle trails.

Connection H - from the connection of the Upper Peace River Legacy Trail to west to Simmers-Young Park (approx. 3 miles) via the Lena Run Trail.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Planning Study to be let on or before:
b) Planning Study to be completed by: 12/31/2024

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Upon receipt of an invoice, the Department will have twenty, (20) working days to review and approve the goods and services submitted for payment.

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Polk County Parks & Natural Resources 4177 Ben Durrance Road Bartow, FL 33830	449695-1-18-01

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
Total Design Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction- Phase 58				
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
Total Construction Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
Total CEI Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
(LAP Planning - Phase 18)				
FY: 23 (Insert Program Name)	$ 250,000.00	$ ____	$ ____	$ 250,000.00
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
Total Phase Costs	$ 250,000.00	$ 0.00	$ 0.00	$ 250,000.00
TOTAL COST OF THE PROJECT	$ 250,000.00	$ 0.00	$ 0.00	$ 250,000.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Holli Linck
District Grant Manager Name

DocuSigned by:
Holli Linck
Signature 429CF8F30B104F7...

7/26/2022 | 6:02 PM EDT
Date

DocuSign Envelope ID: DA991CFD-87FD-44AD-9BB7-14C0212EB5AE

EXHIBIT C

TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

(1.) Compliance with REGULATIONS: The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS***), which are herein incorporated by reference and made a part of this contract.

(2.) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) Information and Reports: The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the ***REGULATIONS,*** or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

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EXHIBIT E

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.:	20.205
CFDA Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site:	https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is_active=true&page=1
Award Amount:	**$250,000.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	Choose an item.
Indirect Cost Rate:	Choose an item.

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

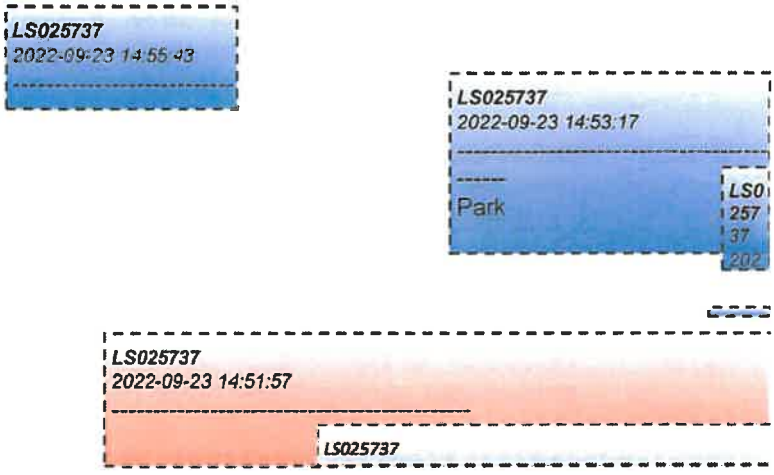
Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.



May 19, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1
RFP 23-197, P.E. Services for Lake Hancock Multiuse Trail Connection – LAP

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

Contained within this addendum: questions and answers

Danielle Rose
Procurement Analyst
Procurement Division

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

Signature:_____

Printed Name:_____

Title:_____

Company:_____

RFP 23-197, P.E. Services for Lake Hancock Multiuse Trail Connection – LAP

Addendum #1(Continued)

Question 1: Who is the County's project manager and selection committee members assigned to this RFP?

Answer 1: Tracy Mullins, Project Manager / Selection Committee member
Tabitha Biehl, Selection Committee member
Ryan Kordek, Selection Committee member
Sharon Mathis, Selection Committee member
Conner Updike, Selection Committee member

Question 2: Please confirm that it is acceptable to provide key staff's experience prior to joining the proposing firm as example projects and in resumes, both in Tab 3.

Answer 2: Yes, staff prior experience before joining the proposing firm is acceptable.

Question 3: Please confirm that it is acceptable to ONLY submit the proposal electronically.

Answer 3: Yes, if a proposer is submitting their proposal electronically through Kiteworks, the proposer will not be required to also submit a seal parcel and vice versa, if a proposer is submitting a seal parcel that is mailed or hand delivered, they will not be required to submit an electronic proposal. However, the County will request original signed documents from the awarded upon issuance of the recommendation of award.

Question 4: Task 2: Site Analysis: Physical and Environmental Conditions deliverables identifies two separate sets of presentation slides as deliverables. Can you clarify whether the County is looking for trail benefits and best practices specific to this Lake Hancock study or more general guidance on those topics?

Answer 4: Trail benefits and best practices for Polk County trail systems, featuring the Lake Hancock Study.

Question 5: In reference to Task 3: Alternative Routing Analysis and Recommendations.

With this project being federally funded and LAP-administered, are there any specific steps or requirements for what needs to be covered and documented under the alternatives analysis and environmental review?

Answer 5: No. Only requirements are the request deliverables per Task 3 listed on page 10 of the RFP document to be submitted based on the proposers' recommendations for this project. Also, please be sure all requirements are in accordance to the LAP agreement associated with this project.

May 26, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2
RFP 23-197, P.E. Services for Lake Hancock Multiuse Trail Connection – LAP

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

Contained within this addendum: Questions/ Answers

Danielle Rose
Procurement Analyst
Procurement Division

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

Signature:_____

Printed Name:_____

Title:_____

Company:_____

Questions & Answers:

Question 1: Two of the deliverables for Task 2 state all materials will be copywritten property of PNR, can you please clarify intent?

- PowerPoint Presentation and correlated materials on the benefits of multi-use trails as part of an active transportation system which align with other community planning efforts related to transportation and sustainability. Presentation must be in a conference style format and suitable to give to stakeholders. All materials will be copywritten property of PNR.

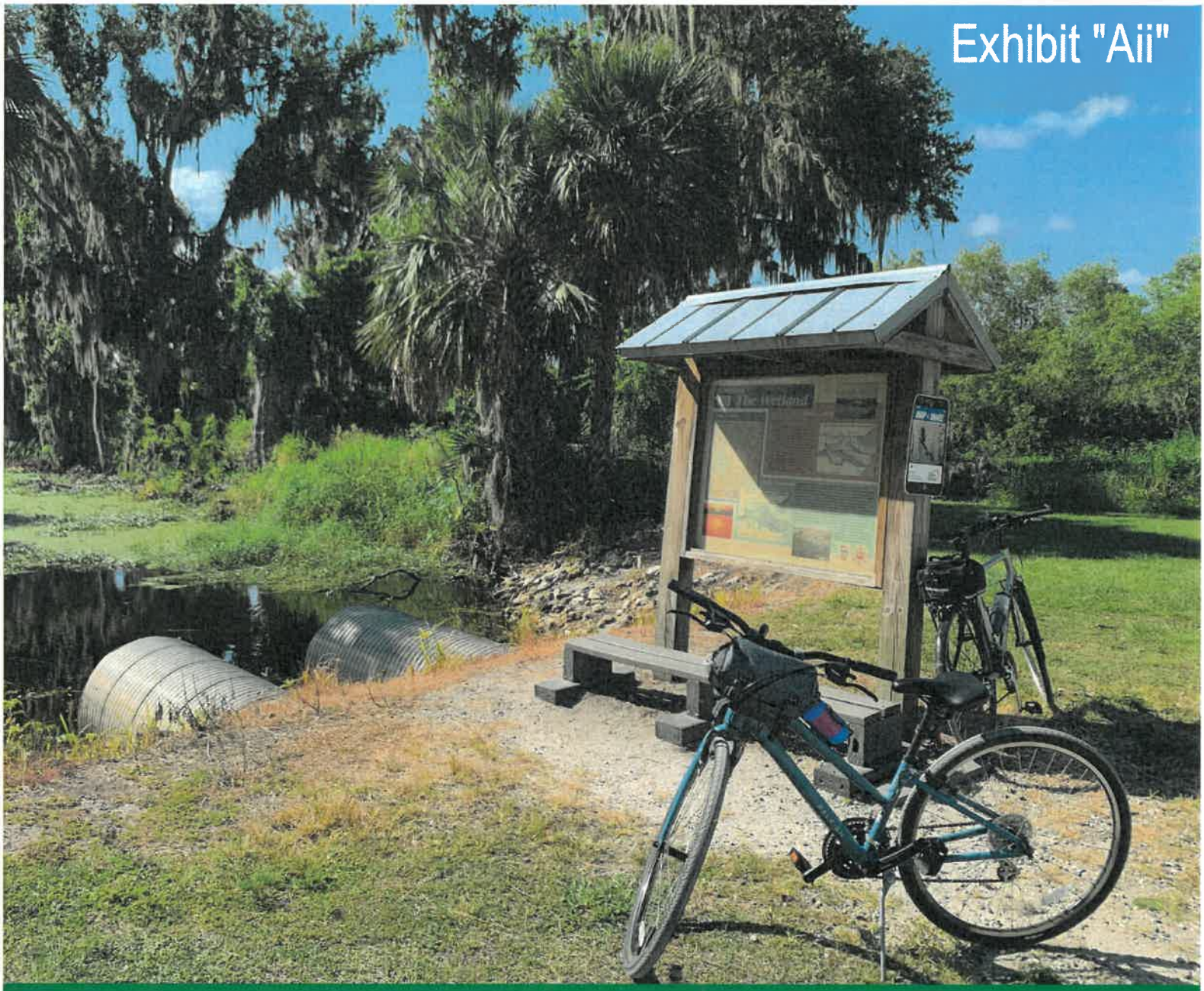
- PowerPoint Presentation on best practices for trail planning suitable for conference presentation. All materials will be copywritten property of PNR.

For example, will the PowerPoint presentations itself be considered copywritten property of PNR or the information stated within said PowerPoint?

Answer 1: The PowerPoint presentation itself will be considered copywritten property of PNR. When the material is presented at a conference (For example APA or FRPA) the copywrite is passed to that organization as part of the speaker's agreement. The county cannot pass the copywrite to the PowerPoint to the conference organization without ownership.

Any original research and data collected under the contract will be the property of PNR, who will retain copywrite to that material.

Exhibit "Aii"



POLK COUNTY

RFP #23-197 | May 31, 2023

PROFESSIONAL ENGINEERING SERVICES FOR LAKE HANCOCK MULTI-USE TRAIL CONNECTION – LAP

Project Manager:

Lucas Cruse, AICP

lucas.cruse@patelgreene.com

Patel, Greene and Associates, LLC

12570 Telecom Dr, Temple Terrace, FL 33637

813.978.3100

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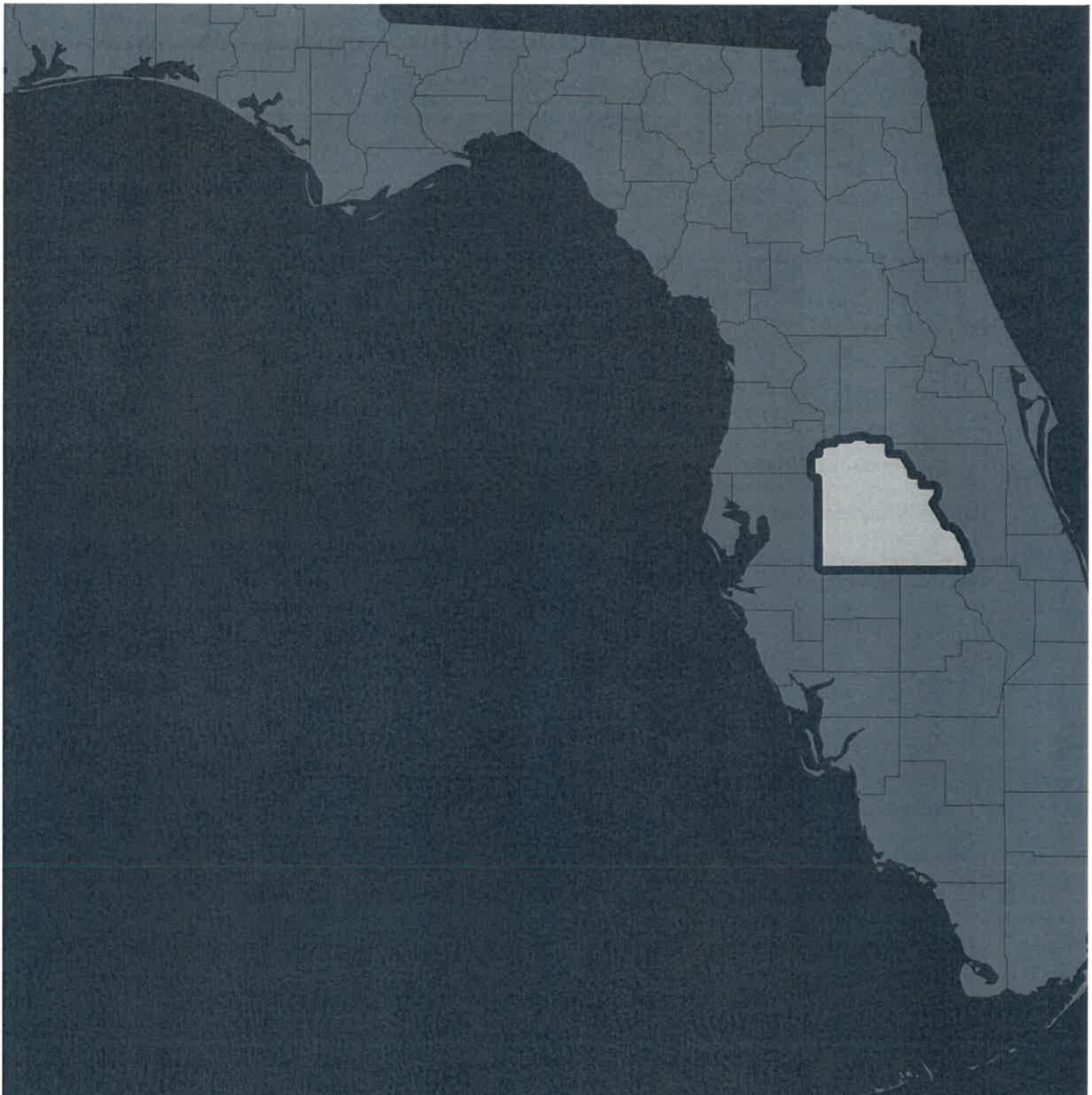
38. INTERACTIONS WITH COUNTY AND REGULATORY AGENCY STAFF

39. TIMELY COMPLETION OF PROJECTS

41. SURVEYS OF PAST PERFORMANCE

46. ADDITIONAL FORMS AND DOCUMENTATION



1. EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

Project Description: Lake Hancock Multi-use Trail Connection/ FDOT #449695-1-18-01

Company Name: Patel, Greene & Associates, LLC (Disadvantaged Business Enterprise (DBE))

Address: 12570 Telecom Dr, Temple Terrace, FL 33637 (Proposed Responsible Office)

215 E Main St, Bartow, FL 33830 (Local Office)

Contact/Authorized Representatives:
Lucas Cruse, AICP
Project Manager
813.978.3100 | lucas.cruse@patelgreene.com
12570 Telecom Dr, Temple Terrace, FL 33637

Gordon Greene, PE,
Principal-in-Charge & QA/QC Manager
863.533.7317 | gordon.greene@patelgreene.com
215 E Main St, Bartow, FL 33830

A commitment to doing business with Polk County is one of the main reasons we located our first office in Bartow back in 2012. We have been able to support the County through a broad spectrum of services, delivering projects that have directly led to safety and connectivity improvements in our communities. We look forward, with eager and humble anticipation, to the opportunity to continue our relationship with the County through this contract.

As residents, we are observing the explosion of development that is occurring throughout Polk County. Trails help achieve numerous community planning and economic development goals, and the time is ripe to plan for future transportation and recreation corridors. Lake Hancock is a stunningly beautiful natural asset and a logical focal point for an envisioned network of trails in the area. Building on the momentum and success of the Fort Fraser Trail and recent expansion of the SUN Trails program, the Lake Hancock Multi-use Trail Connection Master Plan will provide an achievable vision for implementing the trail network. The vision will include strategies and design elements such as access points, amenities, and interpretive storytelling that maximize the investment and ensure the trails will serve as broad community assets. The Master Plan will detail actionable steps to complete the envisioned network by leveraging the available funding sources and opportunities.

Our goal for this contract is simple: make a meaningful contribution through consistently reliable, high-quality deliverables and be Polk County's most trusted consultant.

Project Manager, Lucas Cruse, AICP, riding the Pinellas Trail.

Deputy Project Manager, Peyton McLeod, PTP, leading a Community Engagement event.

PGA HISTORY

PGA was founded in 2011 by **Hiren Patel, PE** and **Gordon Greene, PE**. We have grown to over 120 staff (113 full-time employees) since then and continue to grow. However, we are still a centralized and modestly-sized firm with the same eagerness to impress and serve our clients. PGA has extensive project experience in Planning, PD&E, Roadway, Drainage, Structures, Traffic, Landscape Architecture, Construction, Facilities Preservation, and Environmental Services. We have worked on projects of all sizes, including sidewalk and resurfacing projects, flooding complaints, bridge hydraulics reports, permitting on roadways within Polk County and for FDOT, major interchange reconstruction projects, bridge widenings, simple-single span bridges to complex multi-span bridges and various miscellaneous structures.

WHY SELECT PGA?

This proposal will clearly demonstrate that the PGA Team is best suited for this contract. We enjoy a great working relationship with the County and are excited about the prospect of continuing to build on that partnership. As part of our exceptional growth, we have had the opportunity to work on a number of exciting multi-use trails projects in addition to many other roadway projects that incorporate sidewalks and trails that focus on the aspects of serving all roadway users. We look forward to bringing this experience to the County. Beyond our technical capabilities, we want to express that PGA is a true Polk County company. Many of our staff are born-and-raised Polk County residents. Most of the 16 staff members in our Bartow office, located minutes away from the Polk County Administration Building, have spent nearly their entire lives in Polk County. We know Polk County in a way that other engineering firms cannot as we live next to and utilize its trails and roads daily. We have a strong desire and a vested interest in serving Polk County and its citizens and we humbly request your consideration in shortlisting PGA.

State of Florida
Department of State

I certify from the records of this office that PATEL, GREENE, AND ASSOCIATES, LLC is a limited liability company organized under the laws of the State of Florida, filed on May 11, 2011.

The document number of this limited liability company is L11000055519.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on February 22, 2023, 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-second day of February, 2023

Secretary of State

Tracking Number: 1860441164CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

PATEL, GREENE, AND ASSOCIATES, P.L.L.C.

215 EAST MAIN STREET
BARTOW FL 33830

LICENSE NUMBER: CA29562
EXPIRATION DATE: FEBRUARY 28, 2021

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

From: Katherine Anderson <KAnderson@fbpe.org>
Sent: Wednesday, February 24, 2021 3:43 PM
To: Robin Watson <Robin.Watson@patelgreene.com>
Subject: RE: Renewing Engineers License for Company

CAUTION: This email originated from outside the organization. Use caution with links and attachments.

Firms are no longer required to be renewed. As of October 1, 2019 Certificate of Authorization licenses are now referred to as firm registrations. Firm registrations never expire, there will never be fees due, and there are no longer any physical documents available. There is no license to print as it is no longer a license; just a registration. Once on the registry, your firm will remain "current" as long as it is qualified by a PE until you request to have it closed.

Katherine Anderson
Digital Records & Records Management Administrator

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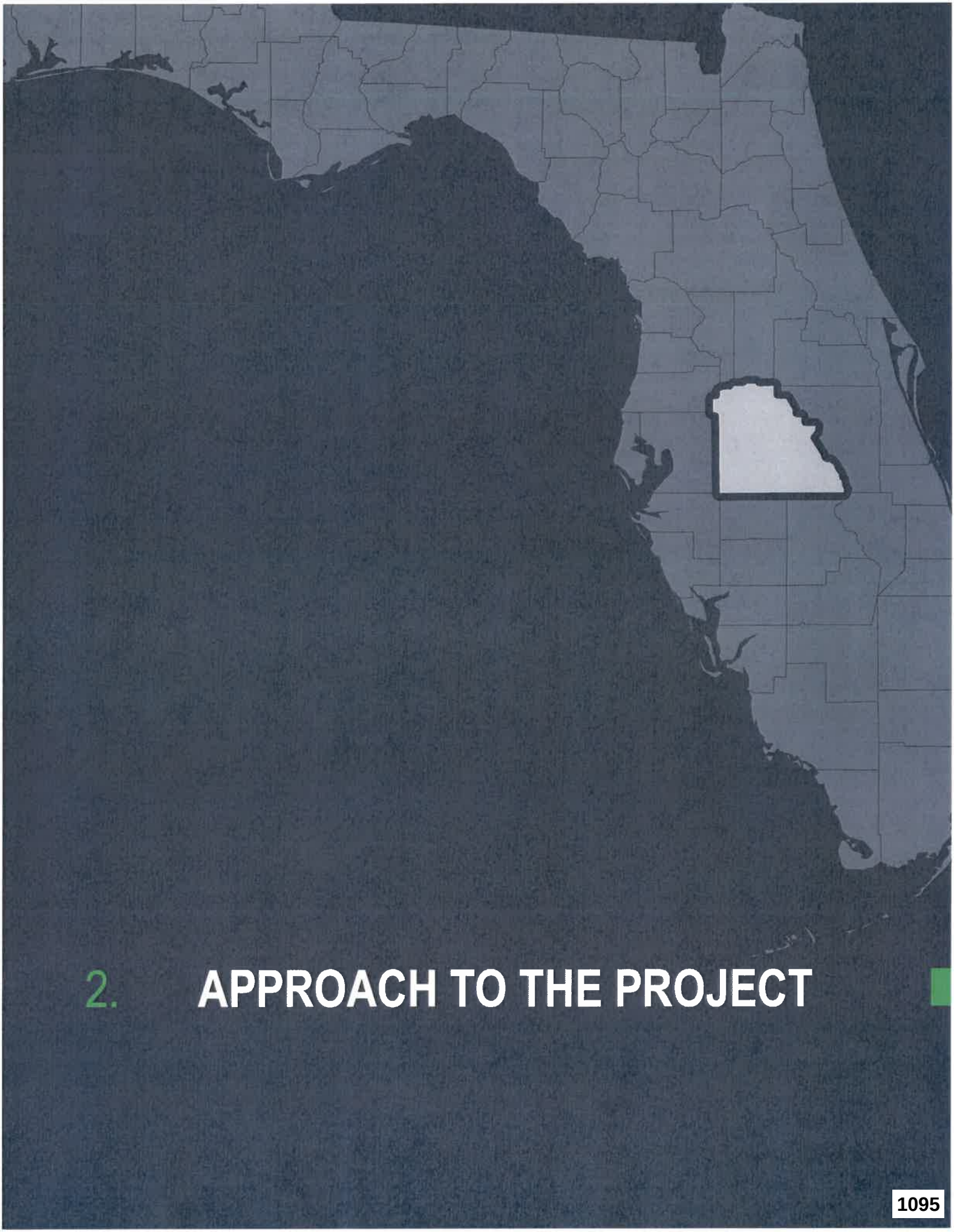
Email: kanderson@fbpe.org
www.fbpe.org



2. APPROACH TO THE PROJECT

APPROACH TO THE PROJECT

PROJECT DESCRIPTION

The Lake Hancock Multi-Use Trail Connection Master Plan will establish the vision and details of a connected network of trails surrounding Lake Hancock. Supporting the linear trails, the Master Plan will establish a cohesive set of trail design parameters, amenities, and access points. To make the vision a reality, the Master Plan will chart an implementation strategy with clearly defined action plan and projects to build the network.

The commitment to establishing high quality trails is evident across Polk County. In addition to corridors for recreation, a connected network of trails provides safe and comfortable transportation route options for commuting bicyclists. Being avid users of the existing trails and natural areas in Polk County, the PGA Team is keen to help expand those opportunities.

Fig 1: Existing trail along the shore of Lake Hancock within the Circle Bar B Reserve

PROJECT APPROACH

First and foremost, we will approach the Master Plan with a goal of developing actionable projects that are scoped with the necessary documentation to be ready for grant funding. As with any federal or state grant-based funding program, robust documentation is needed to demonstrate that the funds are being used for eligible projects that benefit the local community. Each resulting project will include an action plan specifying any identified easement needs, detailed design considerations for the preferred alignment and amenities, interpretive storytelling approaches, and cost estimates for all associated infrastructure.

The scope provided in the RFP clearly outlines the expectations for deliverables and we will meet and exceed those expectations. In addition to meeting the minimum requirements, the team will be focused on creating conceptual design plans that are visually appealing and easy to understand. The vision of the Master Plan is worthy of excitement and the PGA Team will produce materials that will generate enthusiastic support from elected officials, funding decision makers, and future trail users.

MANAGEMENT

PGA is ready to carry out this important task in a timely and reliable manner. We strive to exceed the County's expectations and will do everything in our power to ensure that the preparation of the Master Plan runs smoothly. Effective communication and coordination are the keys to success, and the team assembled for the Lake Hancock Multi-Use Trails Master Plan is prepared with the leadership and procedural tools to ensure that success.

Upon completion of the scope development, Lucas will finalize a schedule, defining major milestones with delivery dates. A Critical Path Method (CPM) schedule will be developed using Microsoft Project scheduling software that will highlight significant tasks occurring for major project phases. This will allow Lucas to develop a staffing plan that allocates the resources required to meet the County's grant funding schedule.

PGA uses Microsoft Teams internally, as well as externally with clients, teaming partners, and stakeholders. Our coordination and communication will be fluid to meet your needs and preferences. It is our practice to respond to client communications within one business day, providing an acknowledgment and an expected time frame if an immediate answer is not feasible.

Lucas Cruse, AICP
Project Manager

Our Project Manager, Lucas Cruse, AICP, has 19 years of experience with both managing and serving as a technical lead on various trail and non-motorized planning and design projects. Lucas will serve as the primary point of contact for Polk County and be available whenever needed. The PGA Team proposes establishing a standing bi-weekly meeting between Lucas and the Polk County Project Manager, Tracy Mullins, M.Sc., AICP, CPRP, to provide task updates and keep all efforts on track. The standing meetings will be supplemented with additional staff and meetings as dictated by the current topics and tasks.

Peyton McLeod, PTP
Deputy Project Manager

Our Deputy Project Manager, Peyton McLeod, PTP, has 19 years of experience managing multimodal transportation planning projects, including bicycle- and pedestrian-focused projects in Polk County. Lucas and Peyton will be supported by other PGA staff from several related disciplines for production and a team of expert partners from AECOM, CivilSurv, and SEARCH to assist with data collection and environmental compliance.

PERSPECTIVES, APPROACHES, SCOPE HIGHLIGHTS & TASKS/SCHEDULE

UNIQUE PERSPECTIVES

Lucas brings a unique perspective and set of experiences that makes him the ideal leader for this effort. Lucas is known as one of Florida's leading experts in non-motorized transportation design and planning as exemplified by his role as an instructor in FDOT's Local Agency Technical Assistance Program (LTAP). Lucas also brings experience in interpretive design, being a former National Park Transportation Scholar a role in which he led the effort to establish access to a new unit of Pecos National Historical Park in New Mexico. Lastly, Lucas was a thru-hiker of the Appalachian Trail, completing the 2,174-mile journey in six months. Such immersive, personal experience as a user of complex trail networks informs his approach to master planning.

The PGA Team also includes Charles Reed, whose experience includes managing Local Programs Office (LAP) projects for municipalities through the state and FDOT. Utilizing his working relationships within FDOT District 1, Charles will ensure that all aspects of the project comply with LAP requirements.

FEATURED APPROACHES

The PGA Team proposes to introduce several innovative approaches that will elevate the Master Plan. This includes viewing the proposed trail network within the context of the larger statewide SUN Trail network, incorporating a unified system of branded trail wayfinding, and proactively engaging community stakeholders.

SUN TRAIL NETWORK: As part of an economic development initiative, the SUN Trail was established as a statewide system of high priority paved shared use path corridors in Florida. The SUN Trail network weaves together many existing and future greenway corridors into long distance routes throughout Florida, including links that will be covered by this Master Plan. Serving both visitors and residents, regional greenway trails have economic development considerations that justify a higher level of amenities. Notably, the SUN Trail program's annual funding allocation was increased substantially during the recently completed legislative session. Special attention will be given to ensure that the Master Plan trail network and the resulting individual projects will be ideal candidates for inclusion as future links of the SUN Trail network. An essential detail is that all trail concepts and plans will be developed to follow the FDOT standards applicable to the SUN Trail network.

LAKE HANCOCK TRAILS BRANDING AND WAYFINDING: Supporting economic development, the Master Plan will establish a unified system of identification and wayfinding to define the trails as a cohesive network. The PGA Team is keen to apply its experience with developing comprehensive greenways design guidelines, branding, and bicycle route wayfinding signage, adapting the approach and design to the context of Lake Hancock and its surrounding environs.

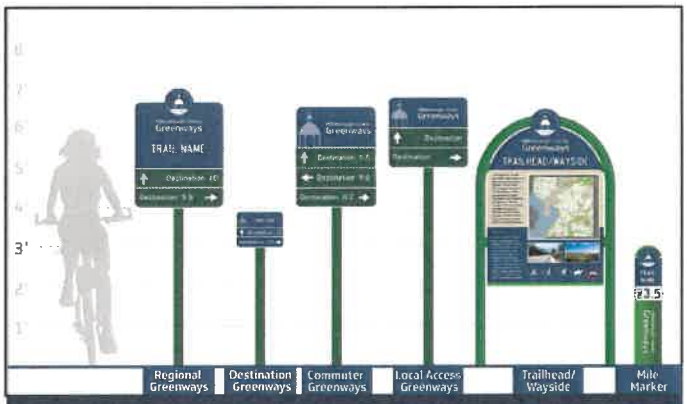


Fig 2: Example unified system of trail wayfinding signage.

ENHANCED STAKEHOLDER ENGAGEMENT: The PGA Team proposes to conduct public involvement beyond online solicitation and a single traditional public meeting. Working with Parks and Natural Resources staff and the Polk County Environmental Lands Program, the PGA Team will identify key stakeholders and landowners, offering to present the draft Master Plan, proactively soliciting feedback from those partners and community members with the greatest interest in the proposed trails network. We propose providing an initial project introduction and progress report to the identified stakeholders and the TPO at the completion of Task 3 in addition to the broader public outreach conducted when the draft Master Plan is ready at the conclusion of Task 5.

As a disadvantaged and minority business enterprise (DBE/MBE), PGA has been grateful for opportunities provided by public agencies' incubator and MBE incentive programs. In a similar vein, we take great care to engage with all vulnerable and disenfranchised stakeholder groups that may be impacted (positively or negatively) by a project. Our project approaches and internal operations are counseled, as appropriate, by our internal DE&I committee, called S.A.F.E. (Striving to Achieve Fairness and Equity).

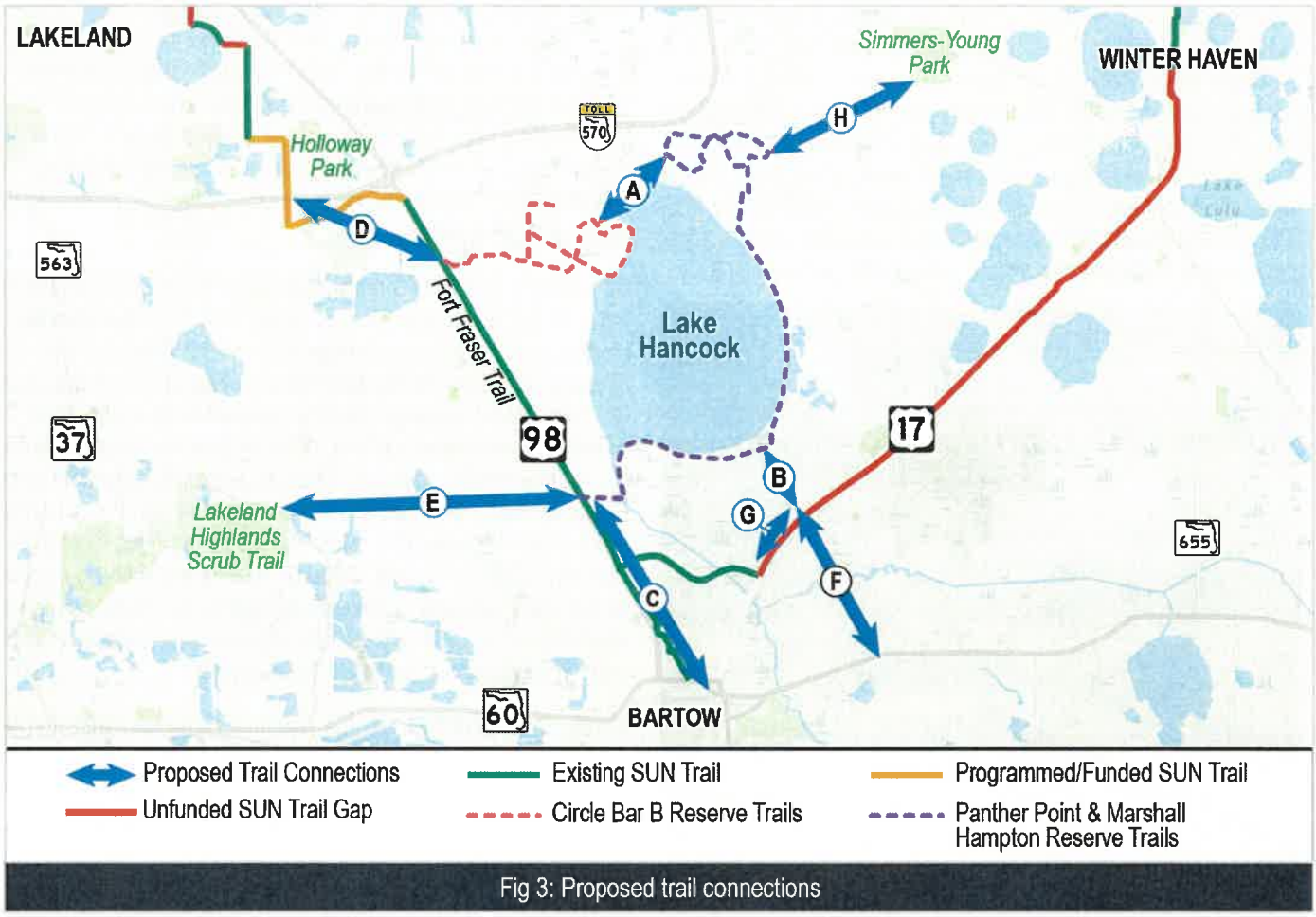


Fig 3: Proposed trail connections

A suggested approach for enhancing the engagement is to seek opportunities to present the Master Plan as a part of a regularly scheduled meetings of identified community stakeholder groups to maximize participation and go to people where they are already gathering.

SCOPE HIGHLIGHTS

Polk County is fortunate to have beautiful lakes that invite year-round exploration and residents that value the investment in protecting and providing access to these natural assets. Lake Hancock is unique for both its size and its potential for a fully encircling network of trails. The projects resulting from this Master Plan will highlight the natural setting and history, leaving a legacy for residents to enjoy as the surrounding areas develop. The map above (figure 3) identifies each of the trail connections to be made with this Master Plan and the following content highlights details of the context for each of those connections.

In seeking to understand the proposed connections, we have visited many of the existing trails and researched the existing plans that cover the study area. Starting from the ecological conditions, Lake Hancock has been the focus of extensive efforts to mitigate the history of human impacts, improve the water quality, and restore historic water levels. This Master Plan is a next step in preserving and providing access to these restored lands. The eight envisioned connections each have unique ecological conditions, land use settings, and design considerations to be reviewed for environmental compliance and impacts as the study scope is enacted.

The Fort Fraser Trail, the network of trails within the Circle Bar B Reserve, and the Panther Point Trail nearly complete a full loop around Lake Hancock when combined. The remaining gap along the northern side of Lake Hancock is identified as **Connection A**. The area of Connection A is low-lying, and the alignment options will evaluate the maintenance implications of significant segments of boardwalk to retain proximity to the lakeshore.

Demonstrating the diversity of trails in the area, the three trails that lead to Connection A each have very different characters. The Fort Fraser Trail is a paved pathway that follows US Highway 98 and is an excellent shared-use path template to follow with an alignment

that maximizes its separation from the roadway and amenities that set the standard for all of Central Florida. The trails within the Circle Bar B Reserve are unpaved service roads that feature heavy pedestrian traffic from hikers and wildlife photographers parked at Polk's Nature Discovery Center. The recently completed Panther Point Trail is an unpaved and remote pathway that covers miles without access points or facilities. A goal of this Master Plan is to connect these disparate trails into a cohesive network while continuing to serve the distinct users and charms of each trail.

Fig 4: Fort Fraser Trail alignment and amenities.

Continuing counterclockwise around Lake Hancock, **Connection D** extends the Fort Fraser Trail to the Holloway Trail along the south side of the Polk Parkway following the SUN Trail designated route and utilizing recently confirmed easements with Orlando Health and the Sanlan RV & Golf Resort. This connection ties into the City of Lakeland's trail network.

Connection E extends the Panther Point Trail west from the Fort Fraser Trail through an area of reclaimed phosphate mines to the Lakeland Highlands Scrub Trail and ultimately to SR 37. This connection serves an area of residential growth and ties in popular destinations such as the mountain bike trails of Loyce E Harpe Park and the Hidden Oaks Disc Golf Course. The alignment and design of this section will include a focus on restoring the natural setting.

Connection C, extending the Fort Fraser Trail southward towards Fort Meade, is very familiar to the PGA Team. In early 2023, PGA assisted the City of Bartow with their application for funding to advance the design of the planned overpass where the Fort Fraser Trail meets State Road 60. This trail connection is a critical link in the Peace River Greenway Corridor, ultimately connecting the Coast-to-Coast Trail to the north down to Charlotte Harbor to the south via Lake Hancock.

Connections B, F, and G tie together several existing and planned trails to the south and east of Lake Hancock. **Connection B** creates new access to a remote area of the Panther Point Trail and connects Lake Hancock to the unfunded SUN Trail gap along US Highway 17. Correspondingly, Connection B is known as the "Panther Point Connector Trail." Starting from the southern end of the Panther Point Connector Trail, **Connection G** leads south to the Ernest M. Smith Blvd trail and Bartow. **Connection F** ties Panther Point to the pathways that will follow the forthcoming Central Polk Parkway (CPP) roadways. Notably, PGA is the prime consultant for Florida's Turnpike Enterprise, designing the roadway and trail segments of the CPP between US Highway 17 and State Road 60, which is a substantial portion of Connection F.

Finally, **Connection H** ties the Marshall Hampton Tract and the northern end of the Panther Point Trail east along Lena Run and connects to Simmers-Young Park. This link ties in communities to the east and north such as Winter Haven and Auburndale.

Fig 5: Covered bridges on the Fort Fraser Trail add cultural and historical interest.

SCOPE OF SERVICES

The following tasks overview summarizes the primary work deliverables, emphasizing the key content elements. The schedule indicates where tasks would overlap as feedback and decisions are progressively incorporated into the Master Plan effort.

- **Task 1: Data Collection & Field Reconnaissance** (NTP-Month 3) Summarize background documents, confirm permitting requirements, and identify the required environmental and site data to be collected.
- **Task 2: Site Analysis & Alternatives Development** (Months 1-4) Prepare maps and materials to describe the cross sections, alignments, and interpretation alternatives for each connection.
- **Task 3: Route Analysis & Screening** (Months 3-6) Document the opportunities and constraints for each alternative including environmental conditions, permitting issues, and parcel ownership.
- **Task 4: Trail Alignment, Access, Amenities, and Interpretation Design** (Months 4-7) Prepare conceptual design plans for each preferred connection alternative including alignments, cross sections, access points, amenities, cost estimates, and critical path implementation steps.

Tasks 1-4 will each result in a technical memorandum to document progress and provide supporting information at each decision point. These memoranda will then form the backbone of the subsequent Master Plan document.

- **Task 5: Draft Master Plan** (Months 6-9) Prepare Draft Master Plan and Projects Map to present the proposed trail system, identify the implementation strategy, and document the data and process used.
- **Task 6: Stakeholder & Public Outreach** (Months 8-12) Prepare materials, actively engage targeted stakeholders, and facilitate public meetings and discussions to solicit feedback on the proposed trail system and Draft Master Plan.
- **Task 7: Final Master Plan** (Months 12-14) Incorporate feedback and prepare the Final Master Plan.

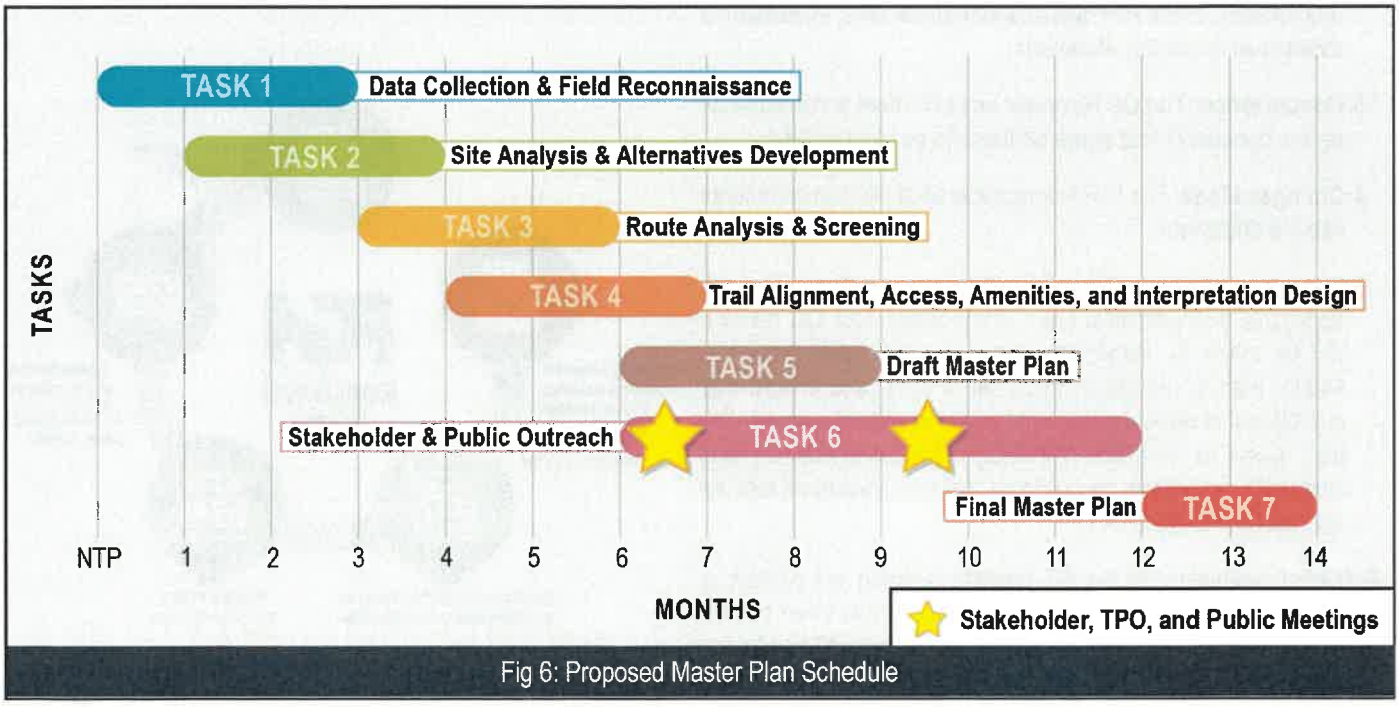


Fig 6: Proposed Master Plan Schedule

QA/QC PROGRAM

Producing quality work products is the number one priority at PGA. PGA is committed to providing the County with a high-quality Master Plan that exceeds your expectations. Our staff is committed and will produce quality work aligned with our core business principles of Integrity, Commitment, and Excellence.

Gordon Greene, PE, will serve as the QA/QC team leader for this project. Before any deliverable leaves our office, it goes through a Five-Step Quality Control Process. This process enables a consistent approach used by staff across all five of our offices, ensuring our clients always receive the same level of quality. Regular training for staff is conducted and new staff members are promptly trained on how to implement our quality control processes in the work they perform.

Gordon will supervise the QA/QC process for the entire project, ensuring that PGA's rigorous 5-Step QC process, outlined below, is followed by all team members:

1. **Ready for QC:** The document is complete and submitted for internal QC review by the Lead Technical Professional (LTP) after an internal peer review.
2. **QC Review:** Reviewer confirms that the document meets the requirements of the RFP and scope requirements, in addition to meeting all applicable standards.
3. **Concurrence:** The QC Reviewer and LTP meet and discuss all review comments and agree on those to be incorporated.
4. **Changes Made:** The LTP incorporates all applicable comments into the document.
5. **Changes Verified:** The QC Reviewer confirms that all applicable changes have been incorporated. Our QC reviews will be made by individuals that are independent from the Master Plan to provide a "fresh set of eyes" and ensure that our internal reviews are the most useful in reducing errors. We also review all our plans and designs for constructability and biddability, so we can be confident that the County will receive the most competitive bids.

Following completion of the QC process, Gordon will perform a final QA review to ensure that the QC process has been carried out as intended and that the Master Plan represents PGA's highest and best effort.

It is the goal of PGA that all operating units will learn and practice the principles of continuous quality improvement. All PGA employees are expected to:

- Identify quality problems and/or opportunities to improve operational processes.
- Initiate, recommend, or provide solutions.
- Assist in the implementation of corrective, preventative, or improvement measures.

Managers are responsible for:

- Routinely discussing continuous quality improvement opportunities with employees.
- Encouraging employees to engage in the continuous quality improvement Process.
- Support and encouraging the creation of continuous quality improvement Teams.
- Sharing improvements with other units.

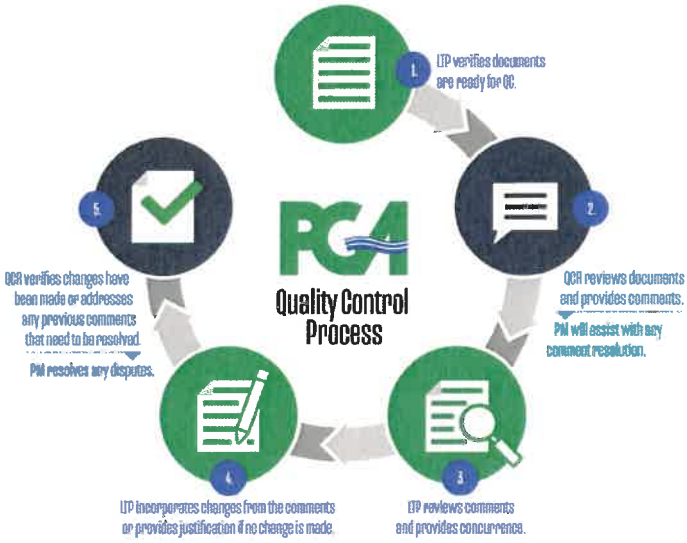
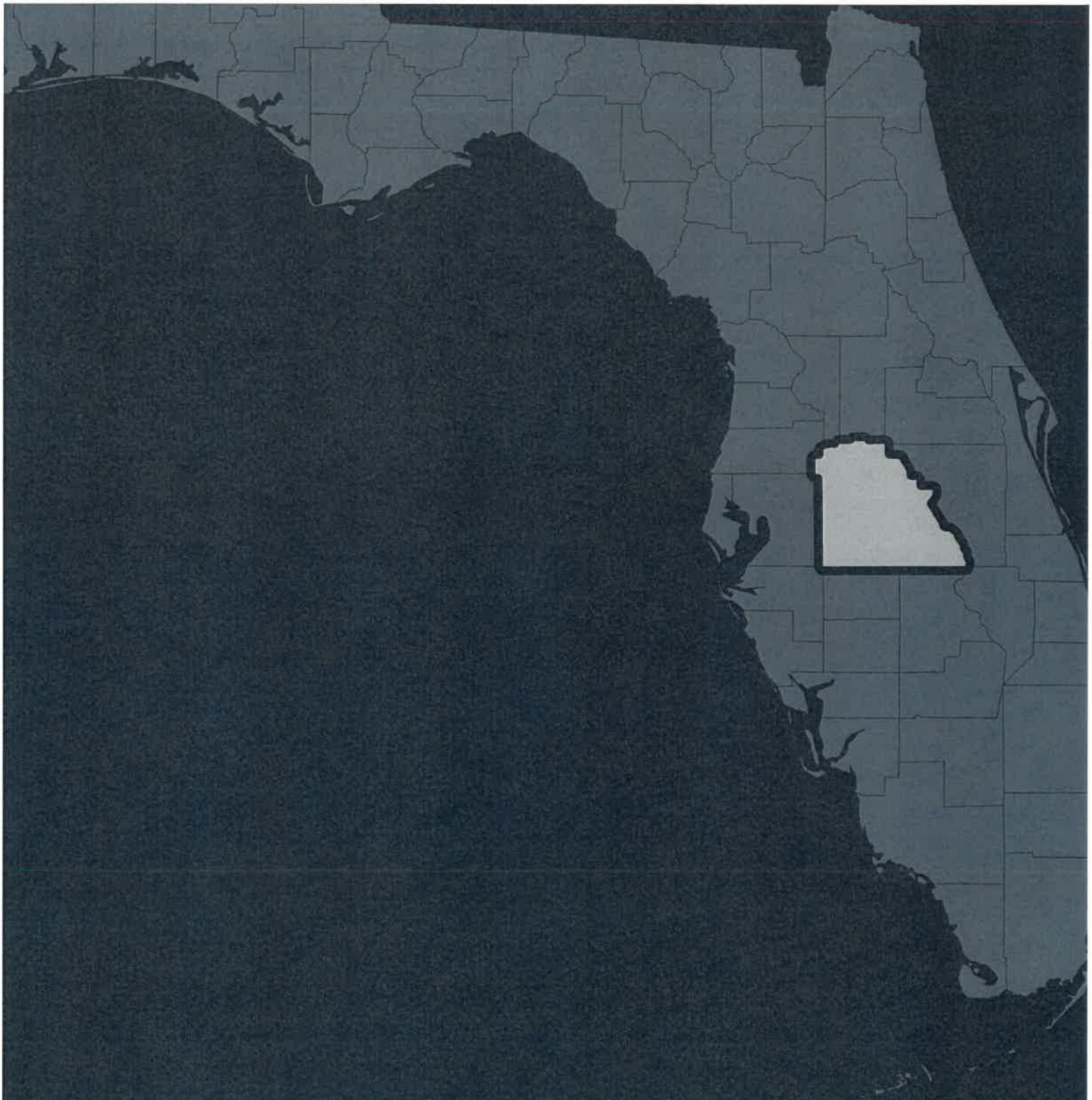


Fig 7: PGA's QA/QC Plan



3. EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

01.

Name: Hillsborough County Greenways Master Plan

Location: Hillsborough County, FL

Project Size: Countywide

Client: Hillsborough County

Address: 601 E Kennedy Blvd
25th Floor
Tampa, FL 33602

Contact: Sarah Caper, AICP
CaperS@hillsboroughcounty.org
813.807.0743

Original End Date: Ongoing

Completed: Ongoing (Est. Summer 2023)

Original Budget: $180k (39,337 PGA fee)

Final Budget: $180k (39,337 PGA fee; (Est.))

LAP Project: No

Key Staff (Role):

- Lucas Cruse, AICP (Design Guidelines Lead)
- Peyton McLeod, PTP (Project Prioritization Lead)
- Katie Habgood, AICP (Project Manager with PSG)
- Gabriel Gonzalez Jr., EI (Community Engagement)
- Ryan Tyrrell (Graphic Design)

Project Description and the Nature of PGA's Responsibilities:

Hillsborough County adopted its first Greenways Master Plan in 1995 to guide the development of a network of greenways across Hillsborough County. As a policy document, the plan provides direction to Hillsborough County staff, agency and industry stakeholders, for the implementation of greenways. This update to the Greenways Master Plan is an opportunity to evaluate the 1995 plan's vision, objectives, and recommendations. The purpose of the Greenways Master Plan is to document the current greenway network and establish prioritized, implementable actions to guide investments that meet the community's needs. The plan focuses on connecting existing and planned greenways in Hillsborough County to create a network of paved trails, unpaved trails, blueways (recreational waterways for non-motorized use), and natural corridors for recreation, transportation, and preservation. The plan recommendations refine the vision of the county's greenway network and provide guidance for future policies, projects, programs, and work plans. This plan suggests potential greenway corridors, but in many cases more detailed work will be needed to determine specific alignments.

Change Orders and Time Extensions:

N/A

02.

Name: *Bicycle and Pedestrian Safety Action Plans

Location: Polk County, FL

Project Size: Countywide

Client: Polk Transportation Planning Organization (TPO)

Address: 330 W Church St, Bartow, FL 33830

Contact:
Julia Davis, AICP
juliadavis@polk-county.net
863.534.6529

Original End Date: October 2016

Completed: October 2016

Original Budget: $250k

Final Budget: $250k

LAP Project: No

Key Staff (Role):

- Peyton McLeod, PTP (Deputy Project Manager)

**Prior experience of PGA staff*

Project Description and the Nature of PGA's Responsibilities:

Between 2006 and 2015, more than 2,400 people were injured in bicycle- or pedestrian-related crashes in Polk County, and another 170 were killed as a result. In an effort to greatly reduce those statistics, the Polk TPO developed these Bicycle and Pedestrian Safety Action Plans. The study team, co-led by Peyton McLeod, analyzed more than 1,350 crashes, and crash typed more than 800 of those to identify who was involved in these crashes, where were they occurring, and what were the contributing causes. Crash types were tied to local demographics and land-use patterns allowing for the formulation of truly localized safety action plans, complete with recommended countermeasures for each crash type. Countermeasures included engineering, educational, and enforcement initiatives. Additionally, the team identified high-priority corridors and intersections based on crash frequency, severity, proximity to schools, and lighting conditions. The need for individual roadway safety audits for high-crash corridors was identified, and two such pilot audits were completed as part of the plans and provided as samples for additional future studies. The plans provide performance measure benchmarks for each recommended tactic or program to help ensure that those recommendations that were selected for implementation would be executed efficiently and with the best possible chances of success, serving in the ultimate goal of reducing the number and severity of bicycle and pedestrian crashes in Polk County.

Change Orders and Time Extensions:

N/A

03. **Name:** Safe Streets Pinellas

Location: Pinellas County, FL

Project Size: Countywide

Client: Forward Pinellas (Pinellas County Metropolitan Planning Organization)

Address: 310 Court St
Clearwater, FL 3375

Contact: Chelsea Favero
cfavero@co.pinellas.fl.us
727.464.5644

Original End Date: January 2021

Completed: January 2021

Original Budget: $225,363

Final Budget: $225,363

LAP Project: No

Key Staff (Role):

- Lucas Cruse, AICP (Senior Planner)
- Peyton McLeod, PTP (Senior Planner)
- Ryan Tyrrell (Graphic Design)

Project Description and the Nature of PGA's Responsibilities:
Safe Streets Pinellas is a Vision Zero plan for Forward Pinellas (Pinellas County's MPO), culminating in an Action Plan that the MPO will implement through partnerships with coordinating agencies to improve health and safety for residents and visitors. The MPO plans to align priority projects and available funding with the Action Plan's elements and strategies to reduce the number of traffic fatalities and serious injuries. The PGA Planning Group, working with prime consultant Fehr & Peers, led public outreach efforts which included creating a custom Public Outreach Plan, forming/supporting a project Task Force, and working with local agencies to identify and conduct live demonstration and pilot projects at various locations indicated on the High Injury Network (HIN). Specific demonstration projects supported by PGA included an RRFB installation awareness event and data collection effort along the Pinellas Trail, a protected intersection pilot project in Downtown St. Petersburg, a near-miss evaluation at a key intersection using innovative video data collection, and a pedestrian safety-oriented signing and pavement marking concept along Gulf Blvd in Indian Rocks Beach.

A high level of engagement with local media and social media outlets was a part of the outreach plan, as well as several interactive ways for the public and partner agencies to provide input, participate in plan development, and offer feedback. The team quickly adjusted to restrictions due to COVID-19 and kept the project moving forward with virtual meetings, interactive online tools, and maps that engaged stakeholders with opportunities to record input about conditions at specific locations and offered unique opportunities for communities of concern to be involved. **Project was completed on schedule.**

Change Orders and Time Extensions:
N/A

04.

Name: Hillsborough TPO Bicycle Network Plan

Location: Hillsborough County

Project Size: Countywide

Client: Plan Hillsborough (Hillsborough TPO)

Address: 601 E Kennedy Blvd, 18th Floor
Tampa, FL 33602

Contact: Wade Reynolds
reynoldsw@plancom.org
813.793.2361

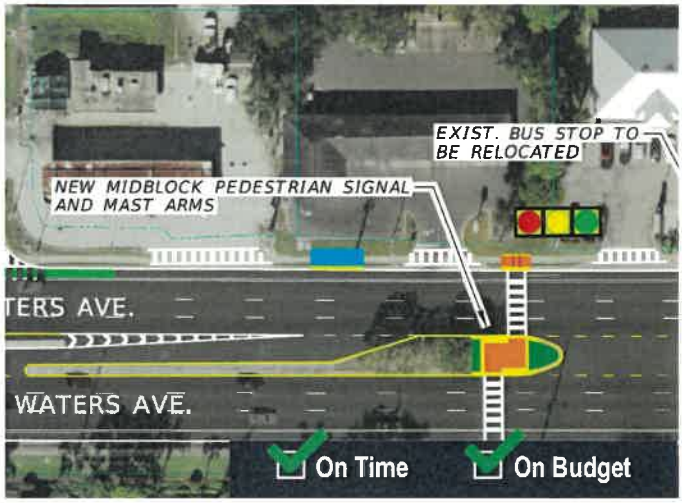
Original End Date: January 2023

Completed: January 2023

Original Budget: $39,937

Final Budget: $39,937

LAP Project: No



Key Staff (Role):

- Lucas Cruse, AICP (Senior Planner)
- Peyton McLeod, PTP (Senior Planner)
- Gabriel Gonzalez, Jr., EI (Community Engagement)
- Ryan Tyrrell (Graphic Design)

Project Description and the Nature of PGA's Responsibilities:
Committed to improving the mobility and safety of all residents, Hillsborough County, and the Hillsborough Transportation Planning Organization (TPO) have identified, evaluated, and prioritized bicycle facility needs along the County's roadway transportation network. The data-driven methodology addresses the mobility and safety needs of people on bicycles. The planning process identified four high priority corridors that are geographically dispersed across the county for further evaluation. Review and analysis of each corridor yielded a range of potential project opportunities to add or improve bicycle facilities with the recommended improvements been grouped into tiers based on priority.

PGA screened the planning-level recommendations for constructability and refined them into sets of implementable concept plans for each corridor. With an emphasis on creating comfortable and connected facilities for bicyclists, PGA developed concept plans for each corridor that comprehensively will improve safety for all roadway users. The bikeway designs incorporate best practices from the National Association of City Transportation Officials (NACTO), including separated bike lanes and the use of green markings to add emphasis in conflict areas. The concepts also reflect the latest guidance from the Florida Design Manual to encourage speeds that fit the land use context through elements such as narrowed travel lanes, tightened curb radii to shorten crossing distances at intersections, and the addition of crossings with median refuges and midblock pedestrian signals. The proposed shared use paths include features such as enhanced driveway crossings and wayfinding. PGA prepared design reports that include the conceptual design plans, cost estimates, and implementation considerations to advance the projects to the next stage of design.

Change Orders and Time Extensions:
N/A

05.

Name: North Florida TPO Bicycle & Pedestrian Plan

Location: Clay, Duval, Nassau & St. Johns Counties, FL

Project Size: Countywide

Client: North Florida Transportation Planning Organization

Address: 601 E Kennedy Blvd, 18th Floor Tampa, FL 33602

Contact: Elizabeth De Jesus
edejesus@northfloridatpo.com
904.306.7505

Original End Date: October 2013

Completed: October 2013

Original Budget: $125k

Final Budget: $125k

LAP Project: No

Key Staff (Role):

- Peyton McLeod, PTP (Deputy Project Manager)

**Prior experience of PGA staff*

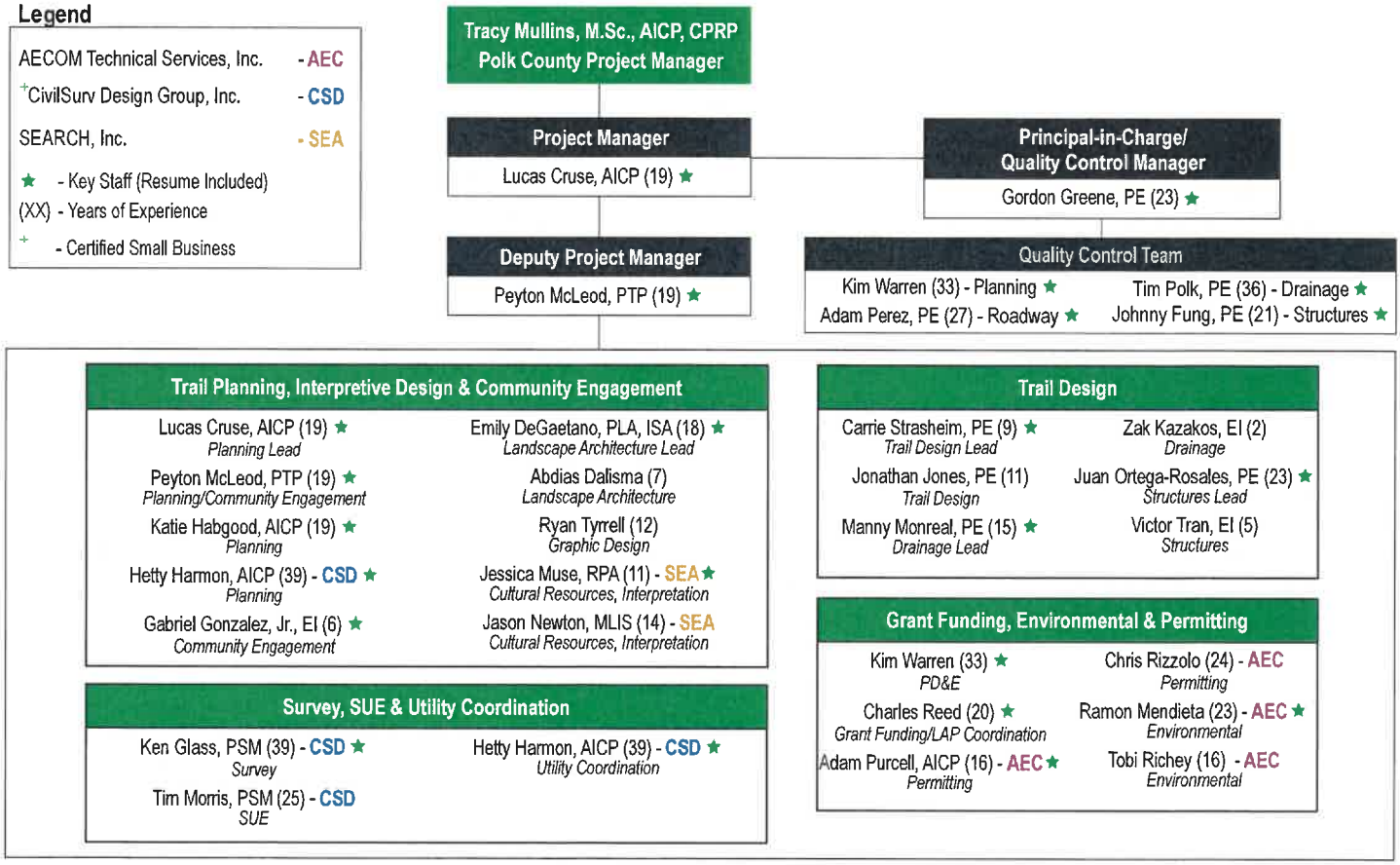
Project Description and the Nature of PGA's Responsibilities:

This Bicycle and Pedestrian Plan serves as a guide to plan improved bicycle and pedestrian accommodation throughout the North Florida region, building on the recommendations of the TPO's prior Greenways & Trails Plan. PGA's Peyton led numerous components of this master plan, including a regional latent demand analysis and a public survey that generated more than 2,000 responses, both of which helped identify "hot spots" (areas of interest and concern) and key regional corridors that were prioritized for future study. Additional plan elements included agency-specific land development code recommendations and a protocol for mid-block crossing enhancements. This plan has set the stage for the TPO to conduct numerous detailed subarea studies throughout the region, several of which Peyton helped develop by providing technical assistance and quality control reviews.

Change Orders and Time Extensions:

N/A

ORGANIZATIONAL CHART



LUCAS CRUSE, AICP

Senior Planner

Lucas Cruse is a Senior Planner with Patel, Greene and Associates (PGA). He has spent the last 19 years integrally involved in multimodal transportation planning projects, including numerous pedestrian and bicycle safety and research projects. His wide range of experience includes multimodal roadway and trail design, complete streets policies and implementation, research and training, land use planning, and geospatial analysis.

Contract Role
Project Manager/Planning Lead

Availability
70%

Education
M.A., Urban and Regional Planning, University of Illinois at Urbana-Champaign, 2003

B.S., Civil Engineering, University of Illinois at Urbana-Champaign, 2001

Certifications
American Institute of Certified Planners (AICP) #022965, 2008

Work Experience
Patel, Greene and Associates
2022 - Present

City of St. Petersburg
2015 - 2022

USF-CUTR
2013 - 2014

Toole Design Group
2009 - 2012

City of Santa Fe
2007 - 2009

Otak
2004 - 2006

National Park Transportation Scholar
2003 - 2004

Contact
12570 Telecom Dr
Temple Terrace, FL 33637
813.978.3100
lucas.cruse@patelgreene.com

Experience

Greenways Master Plan, Hillsborough County, FL, Senior Planner: Lucas is leading the development of design guidelines for a planned network of greenways. With an emphasis on human-scaled urban design, the guidelines incorporate biophilic design elements that fit each context. Lucas is also developing the framework for a unified system of branded wayfinding signs and planning-level cost estimates for greenway corridors based on the type of trail. ***Project Size: $180k***

Transportation Master Plan, City of Winter Park, FL, Senior Planner: Lucas is managing the team developing the Master Plan to guide the City's transportation investments for the next 20 years. Focusing on greenways and technology, the plan will present prioritized lists of projects that include both planning-level cost estimates and funding strategies. ***Project Size: $250k***

Trailways Master Plan, Manatee County, FL, Manatee County Board of Commissioners, Senior Planner: Lucas is leading the creation of a Pattern Book to guide the development of future trails with an emphasis on design that fits the context. The content will be used as the basis for trail design scopes that fit the expected users and types of trips on each corridor for Manatee County. ***Project Size: $115k***

2050 LRTP Revenue Forecast, Hillsborough County, FL, Hillsborough Transportation Planning Organization (TPO), Senior Planner: Lucas is compiling all projects from the CIPs for all local and state agencies within Hillsborough County. The resulting analysis categorizes spending across targeted investment programs as a baseline for developing the 2050 LRTP and associated revenue forecasts. ***Project Size: $70k***

Bicycle Network Plan, Hillsborough County TPO, Hillsborough County, FL, Senior Planner: Lucas managed the team to prepare conceptual designs to improve the safety and mobility needs of bicyclists along four high-priority corridors identified through a data-driven prioritization process. The resulting concepts include feasibility reviews, design plans, cost estimates, and implementation considerations to advance the projects to the next stage of design. ***Project Size: $39k***

General Engineering Consultant, FDOT District Seven, Senior Planner: Lucas is providing planning support and managing projects under the Tampa Bay Next program. With a focus on the major on the Downtown interchanges of I-4 and I-275, Lucas is helping FDOT meet commitments to the public and City of Tampa by incorporating trails and complete streets elements into the surrounding surface streets. ***Project Size: $15M***

PEYTON MCLEOD, PTP

Planning Group Manager

Peyton McLeod is a Senior Planner with Patel, Greene and Associates (PGA). He has more than 19 years of experience and is integrally involved in multimodal transportation planning projects, including numerous trail PD&E and corridor studies for FDOT and regional transportation planning agencies. His wide range of experience includes multimodal level of service analyses, nonmotorized trip prediction techniques, energy conservation studies, transportation facilities and conditions mapping, national transportation safety studies, multimodal facility demand analyses, and evaluations of transit systems. Peyton is a central figure in the development of numerous pedestrian, bicycle, and trail plans.

Contract Role
Deputy Project Manager

Availability
60%

Education
B.A., Geography, Stetson University, 2001

Certifications
Professional Transportation Planner, 720, 03/26/2020

Work Experience
Patel, Greene and Associates
2019 - Present

Landis Evans & Partners
2003 - 2019

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12570 Telecom Dr
Temple Terrace, FL 33637
813.978.3100
peyton.mcleod@patelgreene.com

*Experience prior to joining PGA

Experience

Bicycle and Pedestrian Safety Action Plans, Polk County TPO, Project Planner:** In an effort to greatly reduce bicycle or pedestrian-related crashes, the Polk County TPO developed Bicycle and Pedestrian Safety Action Plans. The planning team, co-led by Peyton, analyzed more than 1,350 crashes, and crash typed more than 800 of those to identify who was involved in these crashes, where were they occurring, and what were the contributing causes. Countermeasures ranged from engineering, educational, and enforcement initiatives, as well as road safety audits. ***Project Size: $250k

Trailways Master Plan, Manatee County, FL, Manatee County Board of Commissioners, Project Manager: PGA is developing the Manatee County Trailways Master Plan with the goal of developing a connected countywide system of trails that enhances the quality of life for its residents, promotes a unique sense of place, and enhances economic investment. Peyton helped prepare a baseline report that documents the County's existing and committed trail network, outlines successful practices and policies, and establishes performance measures that will guide the development of this performance-based and data-driven planning process. Peyton recently helped lead a countywide public workshop that informed citizens of the plan purpose and goals and solicited important feedback on opportunities and constraints that will feed directly into the development and evaluation of the proposed trailways network. ***Project Size: $115k***

Safe Streets Pinellas, Pinellas County, FL, Forward Pinellas, Senior Planner: Peyton led public and stakeholder engagement activities that contributed to this Vision Zero planning effort's Action Plan. The outreach plan included formation of a Task Force, a Project Ambassadors program, social media campaigns, and four demonstration projects. ***Project Size: $225k***

Winter Park Dr Complete Street and Concept Development Study, Seminole County, FL, City of Casselberry, Senior Planner: Winter Park Dr is a critical corridor for enhancing multimodal connectivity in Casselberry, providing a key north-south connection for all modes of travel within the City. By incorporating multimodal safety and mobility considerations early in the project development process, this ongoing project aims to help active transportation become a viable and routine choice for daily mobility needs. As a foundational component of the existing conditions analysis, Peyton led a multidisciplinary walking audit of the corridor, focusing on pedestrian safety, comfort, and accessibility. The audit results were used to identify short-term and long-term needs to build into the study's development of alternatives, which Peyton coordinated. Peyton developed multimodal design scenarios, conducted benefit analysis, and refined the preferred alternative. ***Project Size: $250k***

GORDON GREENE, PE

Executive Vice President

Gordon is the Executive Vice President at Patel, Greene and Associates (PGA). With more than 23 years of experience, he has built a diverse technical foundation, serving as a project manager, engineer of record (EOR), and principal-in-charge on projects throughout Florida. His specific experience includes 3D modeling, project management, bridge hydraulic reports (BHRs), stormdrain design, permitting, pavement design, resurfacings, widenings, temporary traffic control plans, and stormwater management. Gordon has intimate knowledge of current design standards, bringing this experience to PGA along with a strong commitment to see his company gain a reputation for engineering excellence and superb client service.

Contract Role
Principal-in-Charge & QA/QC Manager

Availability
50%

Education
M.B.A., University of South Florida, 2008

B.S., Civil Engineering, University of South Florida, 2003

Registrations/Licenses
Professional Engineer, Florida, 68368, 07/25/2008

Work Experience
Patel, Greene and Associates
2011 - Present

Atkins North America
2001 - 2011

FDOT District One
2000 - 2001

Contact
215 E Main St
Bartow, FL 33830
863.533.7317
gordon.greene@patelgreene.com

Experience

Wildwood Subdivision Drainage Improvements, Lakeland, FL, Polk County Board of Commissioners, Project Manager & EOR: This drainage improvement project proposes to alleviate frequent flooding and standing water within the Wildwood Subdivision. The design proposes to install new ditches with side drain culverts around Primrose Court, which will tie into an enlarged storm drain trunk line on Wildflower Dr. A surge pond being built just upstream of this outfall (also designed by PGA) reduces the flow rate to accommodate this direct discharge of high flows from Wildflower Dr. Gordon is responsible for overall project management, roadway design, and drainage design. ***Project Size: $109k***

SR 570B (Central Polk Parkway) from SR 35 (US 17) to SR 60, Polk County, FL, Florida's Turnpike Enterprise, Project Manager: PGA is the prime consultant for this pilot project designing plans for a new alignment of Central Polk Parkway as a fully integrated 3D model. The scope of work also includes completing the design of the interchange at US 17, design of toll gantries, and the design of the new at grade intersection at SR 60. PGA is the prime consultant leading the roadway, drainage, structures, and environmental efforts. ***Project Size: $9.4M***

Bartow Northern Connector (Phase I)/Ernest M. Smith Blvd, Polk County, FL, Drainage EOR: The project included a new alignment four-lane urban roadway with three signalized intersections, a bridge over Saddle Creek, off-site ponds, and ROW acquisition. The project also included the replacement of an existing bridge culvert. Gordon was the Drainage EOR for the BHR and FEMA No-Rise Certification Report. ***Project Size: $13M***

W Pipkin Rd Widening from Medulla Rd to SR 37, Polk County, FL, Polk County Board of Commissioners, Project Manager & EOR: PGA worked closely with Polk County on W Pipkin Rd, a constrained corridor, to provide increased capacity while accommodating all users for this half-mile long segment. The proposed design widened the existing two-lane rural roadway to a four-lane urban facility with buffered bike lanes and sidewalks on both sides. Gordon was responsible for overall project management, roadway design, and drainage design. ***Project Size: $2.3M***

Eloise Loop Rd Drainage Improvements/Flood Hazard Mitigation, Polk County, FL, Polk County Board of Commissioners, Project Manager & EOR: Flooding at the horizontal curve of Eloise Loop Rd has required Polk County maintenance crews to close the westbound travel and detour traffic multiple times a year due to the existing ditch being incapable of draining the area. PGA is the prime consultant leading the roadway, drainage, and environmental efforts. ***Project Size: $106k***

KIM WARREN

PD&E Group Manager

Kim Warren is a PD&E Group Manager with Patel, Greene and Associates (PGA) and possesses over 33 years of transportation experience at the state and local levels with extensive knowledge of local, state, and federal processes. She has years of management experience, contract accounting, project related presentations, and coordination with government agencies. She continually works with ERC reviews, documentation and approvals through SWEPT, ETDM, and PSEE scheduling.

Tenoroc Trail Segment One PD&E Study from Lake Crago Dr to SR 33 at Old Combee Rd (LAP), Lakeland, FL, City of Lakeland,** Project Manager: Kim was responsible for administrative and technical oversight for this study to evaluate a 12-ft-wide asphalt multi-use trail with trailheads following the general path of Lake Crago Dr through the City of Lakeland's Lake Crago Park and the Florida Fish and Wildlife Commission's (FWC) existing Tenoroc Public Use Area (PUA) access road. The proposed 2.5-mile trail was intended to address an existing gap in the regional trail network between Lakeland and Auburndale/ Polk City and to become part of the Florida Greenways and Trails System, providing significant recreational and social opportunities for residents and visitors, connecting the communities and existing recreational resources along the trail to each other. This project was funded through the FDOT Local Agency Program (LAP) and includes federal funding. Extensive coordination was completed with key stakeholders (FDOT, FWC, FDEP. SWFWMD, and City of Lakeland) to gain support for the trail. Preliminary engineering, environmental analysis, and public involvement were completed and documented. ***Project Size: $938k

Tampa Bypass Canal Trail PD&E Study from N 34th St to Bruce B. Downs Blvd (CR 581), Tampa, FL, Hillsborough County,** Project Manager: Kim was responsible for administrative and technical oversight for this study to evaluate a multi-use trail along the Tampa Bypass Canal. The proposed 18-mile trail, intended as part of the SUN-trail system, is critical to the creation of a greenway trail system in the County and will provide tremendous recreational and social opportunities for residents and visitors, connecting the communities and existing recreational resources along the trail to each other. This project was funded through the FDOT Local Agency Program (LAP) and includes federal funding. Extensive coordination was completed with key stakeholders (SWFWMD, FDOT, City of Tampa, and THEA) to gain support for the trail. Preliminary engineering, environmental analysis, and public involvement was completed and documented. ***Project Size: $500k

EMO CSC, FDOT District One,** Project Manager: Kim was responsible for budgeting, assigning staff, scheduling, and tracking assignments. She was responsible for the completion of invoicing, reporting and financial tracking of the contract. Kim completed and oversaw the quality control reviews of PD&E and National Environmental Policy Act (NEPA) documents for other projects, including reevaluations, technical support documents, and public involvement materials. Additional responsibilities included oversight and guidance for in-house staff, review of minor project documentation, phase reviews for design, and review of Local Agency Program (LAP) NEPA packages from local municipalities. Services included assignments as a Consultant Project Manager in augmentation and support of the District staff. She was responsible for the general management and coordination of project schedules and deliverables to ensure that critical path dates were met. She assisted and completed the upload and submittal of all major projects and all associated technical support documents through Statewide Environmental Project Tracker (SWEPT) and Electronic Review Comments (ERC) for review by the Office of Environmental Management (OEM) assigned. ***Project Size: $5M

Contract Role
Planning QC

Availability
80%

Education
B.S., Biology, Florida Southern College, 1989

Work Experience
Patel, Greene and Associates
2023 - Present

RK&K
2016 - 2023

Atkins
2002 - 2016

HDR
2000 - 2001

FDOT District One
1994 - 2000

Polk County Board of County Commissioners
1990 - 1992

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215 E Main St
Bartow, FL 33830
863.533.7317
kim.warren@patelgreene.com

*Experience prior to joining PGA

ADAM PEREZ, PE

Chief Roadway Engineer

Adam is a Chief Roadway Engineer with Patel, Greene and Associates (PGA) who specializes in highway design and project management. His 27 years of transportation experience includes highway design projects ranging from local streets to principal arterials, reconstruction, RRR improvements, intersection improvements, safety improvements, median modifications, design of new rural and urban facilities, corridor studies, and project development and environment (PD&E) studies.

Contract Role
Roadway QC

Availability
40%

Education
B.S., Civil Engineering,
University of South Florida, 1995

Registrations/Licenses
Professional Engineer,
Florida, 56066, 07/25/2000

Certifications
FDOT Advanced MOT

FDOT Specifications

Work Experience
Patel, Greene and Associates
2021 - Present

American Consulting Professionals
2013 - 2021

FDOT District Seven
1995 - 2013

Test Lab
1993 - 1995

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adam.perez@patelgreene.com

*Experience prior to joining PGA

Experience

SR 54 at US 41 Intersection Operational Improvements, Pasco County, FL, Roadway EOR:** This project provided safety and operational improvements along eastbound SR 54 from west of Sophia Dr to west of US 41. These improvements included lengthening the eastbound existing dual left-turn and right-turn lanes. The work also included pavement widening, narrowing the existing raised median, and milling and resurfacing. ***Project Size: $400k

Hudson Ave at US 19, Pasco County, FL, Roadway EOR:** This project involved the design and permitting for Hudson Ave widening from west of US 19 to Fivay Rd. It involved widening an existing two-lane urban roadway, adding turn lanes at US 19. This project also added a raised median for access management, providing sidewalks, and involved redesign of the signals at both US 19 and Fivay Rd. Mast arms were added to replace the existing span wire at US 19, to meet the wind requirements due to the proximity to the coast. The design was constrained by right-of-way at a cemetery on the north side of Hudson Ave, east of US 19. ***Project Size: $400k

SR 25 (US 27) from Presidents Dr to SR 60, Polk County, FL, FDOT District One, QC Reviewer:** The project involved widening US 27 from four to six-lanes from Presidents Dr to SR 60. The US 27 and SR 60 interchange shall be reconstructed to Single Point Urban Interchange (SPUI) and widened from four to six-lanes as well along SR 60. ***Project Size: $3M

Spring Haven Dr Extension from Pan American Blvd to Butler Park Access Dr, North Port, FL, City of North Port, Roadway Engineer:** This project provided final design and permitting services for the extension of Spring Haven Dr from Pan American Blvd to Butler Park Access Dr, approximately 0.59 miles. The improvements included two 12-ft lanes with 4-ft bicycle lanes, divided by a 16-ft landscaped median. The project also included right-turn lane improvements at the intersection of Spring Haven Dr and Pan American Blvd W on Pan American Blvd and north of the existing Spring Haven Dr. ***Project Size: $500k

SR 54, CR 577 (Curley Rd) to CR 579 (Morris Bridge Rd), Pasco County, FL, FDOT District Seven, Roadway Engineer:** This project designed the widening of SR 54 from Curley Rd to Morris Bridge Rd within Wesley Chapel, a distance of 4.7 miles. Three typical sections will be utilized in the design: a six-lane urban, a four-lane suburban expandable to a six-lane urban, and a four-lane urban section. The proposed rights of way range from 142-ft to 166-ft. Additional improvements include a sidewalk, joint-use path along the entire corridor, bicycle lanes, traffic signals, and utility improvements. Extensive coordination with numerous major developments along the corridor is required. Additionally, right-of-way and TCEs were required from more than 30 parcels. ***Project Size: $5M

TIMOTHY POLK, PE

Chief Drainage Engineer

Tim is a Chief Drainage Engineer with Patel, Greene and Associates (PGA). His professional experience encompasses more than 36 years in transportation, focused on drainage design and permitting. He is a former District Drainage Engineer for District One and District Three. He exemplifies the FDOT/FHWA drainage culture of minimizing costs in drainage design and pond design using risk assessment with design alternatives and innovative drainage concepts. Tim has assisted in developing FDOT drainage criteria and has given FDOT Design Conference presentations on 14-86 drainage connection permits, hurricane drainage design, RRR drainage issues, bridge hydraulic report (BHR) guidelines, pond siting reports, and the statewide stormwater treatment rule.

Contract Role
Drainage QC

Availability
40%

Education
B.S., Engineering (Structures, Materials, Fluids), University of South Florida, 1977

Registrations/Licenses
Professional Engineer, Florida, 38784, 08/10/1987

Work Experience
Patel, Greene and Associates
2015 - Present

Atkins North America
1998 - 2015

FDOT District Three
1994 - 1998

FDOT District One
1986 - 1994

Westinghouse Electric Corporation
1977 - 1985

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215 E Main St
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*Experience prior to joining PGA

Experience

Alachua Dr and Collier Dr Drainage Improvements, Polk County, FL, Polk County Board of Commissioners, Drainage QC: This intersection improvement project widened the north side of 9th St N in order to accommodate the addition of a right-turn lane. The design maintained existing drainage patterns and included the relocation of existing fencing and a driveway to complete the improvements. Tim is responsible for reviewing drainage design and documentation. ***Project Size: $97k***

Eloise Loop Rd Drainage Improvements/Flood Hazard Mitigation, Polk County, FL, Polk County Board of Commissioners, Drainage QC: Flooding at the horizontal curve of Eloise Loop Rd has required Polk County maintenance crews to close the westbound travel and detour traffic multiple times a year due to the existing ditch being incapable of draining the area. This study was initiated to alleviate the flooding concerns by providing alternatives to create positive drainage flow. PGA is the prime consultant leading the roadway, drainage, and environmental efforts. ***Size of Project: $106k***

W Pipkin Rd Widening from Medulla Rd to SR 37, Polk County, FL, Polk County Board of Commissioners, Drainage QC: PGA worked closely with Polk County on W Pipkin Rd, a constrained corridor, to provide increased capacity while accommodating all users for this half-mile long segment. The proposed design widened the existing two-lane rural roadway to a four-lane urban facility with buffered bike lanes and sidewalks on both sides. The design for this project also included diversion structures in different locations to allow high flow storm events to "pop off" to adjacent basins and balance the hydraulic grade lines for better flood protection. Tim was responsible for reviewing drainage design and documentation. ***Project Size: $2.3M***

Bartow Northern Connector (Phase I)/Ernest M. Smith Blvd, Polk County, FL, Drainage QC: The project included a new alignment four-lane urban roadway with three signalized intersections, a bridge over Saddle Creek, off-site ponds, and ROW acquisition. The project also included the replacement of an existing bridge culvert. Design elements included roadway, drainage, SAPM, signals, lighting, and structures. Tim was responsible for reviewing drainage design and documentation. ***Project Size: $13M***

Short-Term Capital Improvement Program, Polk County, FL, FDOT District One, Drainage Engineer:** This project for Polk County involved general engineering services to manage, review and provide administration, planning, permitting, right-of-way, survey, construction and public information services to the county for projects within its short-term capital improvement program. Assignments included design, traffic signals, signing, field surveys, geotechnical investigations, drainage, and permitting. ***Project Size: Undetermined

JOHNNY FUNG, PE

Chief Structures Engineer

Johnny is a Vice President and Chief Structures Engineer with Patel, Greene and Associates (PGA). He has over 21 years of experience in structural design. He has been involved in managing structural components of transportation projects, assisted with plans production, schedules, and coordination of conventional and complex structures, such as cast-in-place concrete slab, steel plate girders, prestressed concrete, post-tensioned segmental concrete, tied-arch steel truss, miscellaneous structures, and moveable bridge projects. His responsibilities include design interpretation of drawings and specifications, management of design and plans production, performance of engineering design and finite element analysis, occasional on-site inspections, and quantity computation.

Contract Role
Structures QC

Availability
55%

Education
M.E., Civil Engineering, University of Florida, 2002

B.S., Civil Engineering, University of Florida, 2000

Registrations/Licenses
Professional Engineer, Florida, 64669, 07/12/2006

Work Experience
Patel, Greene and Associates
2014 - Present

Atkins North America
2011 - 2013

HNTB
2009 - 2011

PBS&J
2003 - 2008

FDOT State Material Office
2000 - 2000

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*Experience prior to joining PGA

Experience

W Pipkin Rd Widening from Medulla Rd to SR 37, Polk County, FL, Structures EOR: PGA designed the widening of W Pipkin Rd from a two-lane to a four-lane facility for approximately three miles. The project completely reconstructs the roadway and proposes a regional pond approach that outflows all eight basins of the project in three ponds, including an innovative "smart" box. ***Project Size: $2.3M***

SR 33 from Old Combee Rd to N of Tomkow Rd, Polk County, FL, FDOT District One, Structures Lead: This project included reconstruction of SR 33, a major rural roadway, as well as the I-4 at SR 33 interchange. The existing roadway was converted from a two-lane rural facility to a four-lane urban facility. Design elements included roadway, drainage, SAPM, signals, lighting, and miscellaneous structures. ***Project Size: $500k***

Legacy Trail Bridge from N of Laurel Rd to S of Laurel Rd, Sarasota County, FL, FDOT District One, Project Manager & Structures EOR: PGA was the prime design consultant for this project, converting the at-grade crossing of Legacy Trail and Laurel Rd to a trail bridge overpass. The unique design allowed for trail access to be maintained at all times during construction, removed the skew at the crossing of Laurel Rd, and preserved historical monuments. ***Project Size: $2.4M***

Arbuckle Creek Bridge Replacement, Polk County, FL, Project Engineer:** The project involved the design of a new concrete bridge using top-down construction to replace the existing timber structure leading to the Avon Park military facility. The bridge consists of seven 30-ft spans. Johnny served as the project engineer in structural design. His responsibilities included plans production of structural elements of the proposed bridge, coordination, and quantity computation. ***Project Size: $1M

SR 559 over I-4 Bridge Replacement, Polk County, FL, FDOT District One, Structures QC:** This design-build project with Cone & Graham Construction for the improvements to the I-4 at SR 559 interchange that will accommodate the ultimate I-4 typical section and future multi-modal transportation. Johnny completed quality control for the pier details and temporary sheet pile wall design. ***Project Size: $2.5M

Districtwide Structures Design Consultant, FDOT District One, Contract Manager: Under this contract, PGA is the prime consultant serving as an extension of the District One Structures Design Office with structural design support, plans production, and plans review tasks such as contract plans and calculations, shop drawings, and cost saving initiative Proposals. ***Project Size: $1.5M***

KATIE HABGOOD, AICP

Senior Planner

Katie is a Senior Planner with Patel, Greene and Associates (PGA). WIth over 19 years of experience, her professional practice has involved a range of planning products at all scales of geography, from focused corridor studies to multi-county Long Range Transportation Plans (LRTPs). She is an adept communicator, enjoying face-to-face time with clients and a project's audience and stakeholders. Her project experience includes bicycle and pedestrian feasibility and master planning, Complete Streets planning, long range transportation plans, congestion management processes, equity analysis, project prioritization plans, and meaningful public engagement.

Contract Role
Planning Support

Availability
85%

Education
M.A., Urban & Regional Planning, University of Florida,

B.A., Communications, University of Florida,

Certifications
American Institute of Certified Planners (AICP)

Work Experience
Patel, Greene and Associates
2023 - Present

Pritchett Steinbeck Group
2011 - 2023

Jacobs Engineering
2011 - 2021

Knoxville Regional TPO
2005 - 2011

University of Florida
2004 - 2005

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*Experience prior to joining PGA

Experience

Greenways Master Plan Update, Hillsborough County, FL, Hillsborough County,** Project Manager: The Master Plan Update is guided by Greenways Committee representing diverse users (cyclists, mountain bikers, kayakers, hikers, equestrians) and a variety of partner agencies. The four-phase planning process will result in an implementation plan with a prioritized list of projects, design standards, wayfinding guidelines, and potential funding sources for the highest priority projects. Public outreach through surveys, public workshops and meetings, media appearances, partner agency coordination has been essential in developing both a Vision Plan as well as the Implementation Plan. ***Project Size: $180k

Forward Pinellas, SR 60 Corridor Multimodal Implementation Strategies, Pinellas County, FL,** Deputy Project Manager: This project developed Complete Streets strategies for Forward Pinellas and its agency partners, Pinellas Suncoast Transit Authority (PSTA), City of Clearwater, Florida Department of Transportation (FDOT), and Pinellas County, to improve the options, connections, and safety for all travelers, those in cars, on bikes, on foot, and using transit, throughout the SR 60 corridor. The study area stretched for nearly seven miles, from Tampa Bay in the east to the Intercoastal Waterway in the west, and the character of the road and its context changed frequently. The study relied on strong stakeholder engagement from agencies, the business community, and all impacted neighborhood associations. The team created project-specific materials - fact sheets, visualizations, hands-on exercises, etc.- to help all stakeholders understand the various options and their tradeoffs. The materials were valuable tools at multiple in-person workshops. Katie led each phase of this project. ***Project Size: Undetermined

Pasco County Library System, Pasco County Library Master Plan. Pasco County, FL,** Task Leader: This Master Plan will determine where future library buildings and services should be located to increase accessibility for most residents and visitors using current and future population projections and land-use patterns, as well as look for opportunities to co-locate facilities appropriately. The Master Plan will also identify potential funding sources, and analyze current funding levels, including the library impact fee to develop a cost feasible financial plan to meet the demand as outlined above. Analysis will include assessing staffing levels, the return on investment, and the value created by libraries. The project requires extensive public outreach to understand the community's needs and expectations, and innovation outreach includes attending community events such as farmers markets alongside library staff. ***Project Size: Undetermined

CARRIE STRASHEIM, PE

Project Roadway Engineer

Carrie is a Project Roadway Engineer with Patel, Greene and Associates (PGA). She has nine years of experience in roadway and temporary traffic control plan design. Her project experience includes intersection improvements, roundabout design, milling and resurfacing projects, and sidewalk design. Her responsibilities include completing roadway design, plans production tasks, 3D modeling, quantity developments, and mentoring junior staff.

Contract Role
Trail Design Lead

Availability
60%

Education
M.S., Civil Engineering, University of Nebraska-Lincoln, 2013

B.S., Civil Engineering, University of Nebraska-Lincoln, 2011

Registrations/Licenses
Professional Engineer, Florida, 84256, 12/16/2017

Work Experience
Patel, Greene and Associates
2020 - Present

Kimley-Horn & Associates
2013 - 2020

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Experience

Continuing Services – Resurfacing Design, FDOT District One, Task Lead: This task work order-based contract provides miscellaneous design services such as resurfacing, widening, rigid pavement rehabilitation, and minor design. Specific responsibilities on task work orders may include field surveys, roadway analysis and design, drainage analysis and design, utility relocation, utility coordination, and temporary traffic control plan analysis. ***Project Size: $5M***

SR 776 from the Myakka River to E of Willowbend Dr RRR, Charlotte County, FL, FDOT District One, Roadway EOR: This project provided design to extend the service life of the roadway through milling and resurfacing for this 1.8-mile corridor of SR 776. PGA was the prime consultant leading the roadway, drainage, structures, and traffic efforts. ***Project Size: $2.5M***

SR 64 at Lorraine Rd Roundabout, Manatee County, FL, FDOT District One, Roadway Engineer: PGA is the prime consultant on this project designing a multi-lane roundabout to improve safety and accessibility along SR 64. The scope of work includes major reconstruction of the intersection, right-of-way acquisition, drainage improvements, and utility coordination. ***Project Size: $2.5M***

SR 29 From CR 846 E to N of New Market Rd., Collier County, FL, FDOT District One, Roadway Engineer: This project involves the design of a new 3.35-mile four-lane bypass road to improve the mobility and connectivity within the regional transportation network. The contract requires significant coordination with local stakeholders to develop the new alignment while also developing a regional water quality treatment system for the corridor. ***Project Size: $6M***

SR 572 at Don Emerson Dr Roundabout, Polk County, FL, City of Lakeland, Roadway Engineer: This project involved the design of a roundabout at the entrance of Lakeland Linder International Airport to improve safety and mobility on the corridor. Additional scope items included drainage improvements, utility coordination, and right-of-way acquisition. PGA was the prime consultant leading the roadway, drainage, and structures efforts. ***Project Size: $1.8M***

SR 43 (US 301) from N of Lake St Charles Blvd to N of Progress Blvd and I-75 Ramp from NB US 301 to I-75 NB Design-Build, Hillsborough County, FL, FDOT District Seven, Roadway Engineer: PGA is the prime design consultant for this project that included milling and resurfacing travel lanes and shoulders, sidewalk additions to increase connectivity, widening of the northbound ramp of I-75, rebuilding the intersection, and other safety improvements. PGA led roadway, drainage, structures, traffic, and environmental efforts. ***Project Size: $2.5M***

MANUEL MONREAL JR., PE

Engineer 2

Manny is a Senior Drainage Engineer with Patel, Greene and Associates (PGA). His 15 years of engineering experience includes stormwater management facility and stormdrain design, hydraulic modeling, CADD and GIS support, site inspections, site data collection, and event coordination. He currently provides staff augmentation to FDOT District One through the General Engineering Contract (GEC). His responsibilities include planning, design, production of engineering drawings, preparing technical specifications, preparing documentation for reports and permit applications, and performing construction field observation.

Contract Role
Drainage Lead

Availability
55%

Education
B.S., Civil Engineering, Florida International University, 2006

A.A., Liberal Arts, Polk Community College, 2002

Registrations/Licenses
Professional Engineer, Florida, 75553, 01/12/2013

Work Experience
Patel, Greene and Associates
2017 - Present

Atkins North America
2007 - 2017

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863.533.7317
manny.monreal@patelgreene.com

*Experience prior to joining PGA

Experience

General Engineering Consultant, FDOT District One, Drainage Engineer: This contract serves as an extension of FDOT District One through various services. Manny is currently providing in-house support for drainage and stormwater design and project management. Manny has provided this dedicated client service for more than three years. Tasks include management of in-house projects, designing storm drain systems, ditch designs, stormwater management facility design, temporary drainage analysis, and review of flooding complaints. ***Project Size: $15M***

SR 570B (Central Polk Pkwy) from SR 35 (US 17) to SR 60, Polk County, FL, Florida's Turnpike Enterprise, Drainage Engineer: PGA is the prime consultant for this pilot project designing plans for a new alignment of Central Polk Pkwy as a fully integrated 3D model. The scope also includes completing the design of the interchange at US 17, design of toll gantries, and the design of the new at grade intersection at SR 60. PGA is leading the roadway, drainage, structures, and environmental efforts. ***Project Size: $9.4M***

SR 60 from E of Clarence Gordon Jr Rd to Polk County Line, Hillsborough County, FL, FDOT District Seven, Drainage Engineer: PGA is the prime consultant for this RRR project providing resurfacing and safety improvements on this SIS facility. Additional scope items include upgrading existing traffic signals to replace loop assemblies, signing and pavement markings, ADA upgrades, transit route coordination, and drainage improvements. PGA is the prime consultant leading the roadway, drainage, SAPM, and signalization efforts. ***Project Size: $2.4M***

Old Bartow Eagle Lake Rd Water Main Relocation, Polk County, FL, Drainage Engineer:** Manny was responsible for the design and permitting of a water main to be relocated near the intersection of Old Bartow Eagle Lake Rd and Ernest Smith Blvd due to Polk County Transportation Ernest Smith Blvd project. ***Project Size: 1.3M

Thornhill Rd at Recker Highway Intersection Improvements, Polk County, FL, Drainage Engineer:** Manny assisted in aiding in the preparation of computation book (quantity calculations and backup sheets generation). This project involved widening the intersection of Thornhill Rd and Recker Highway as well as the production of a computation book delineating costs. ***Project Size: $1M

Polk County Off-Road Vehicle Park Utilities Services, Polk County, FL, Drainage Engineer:** Manny was responsible for the design and permitting of water and sewer support utilities for an off-road vehicle park to be located in southwest Polk County. The design included two new wells, fire protection, and multiple on-site sanitary sewer systems. ***Project Size: $1.5M

JUAN ORTEGA-ROSALES, PE

Chief Structures Engineer

Juan is a Chief Structures Engineer with Patel, Greene and Associates (PGA). He has more than 21 years of experience in the design, construction, and rehabilitation of transportation and building structures. His design experience includes design and load rating of Florida-I and AASHTO girder bridges, steel plate girders bridges, flat slabs, and box culverts. He also has extensive experience in the design of steel sheet pile retaining walls, cast-in-place retaining walls, overhead sign structures, mast arms, and strain pole structures. As a lead structural engineer and project manager for several FDOT District Five districtwide contracts, Juan has a thorough understanding of working as an extension of Department staff in the capacity of reviewing plans, developing and reviewing load ratings, providing in-house design support, and developing contract documents for bridge designs and rehabilitations.

Contract Role
Structures Lead

Availability
65%

Education
M.S., Civil Engineering (Structural Engineering), University of Central Florida, 2003

B.S., Civil Engineering, University of Central Florida, 1999

Registrations/Licenses
Professional Engineer, Florida, 64033, 02/06/2006

Work Experience
Patel, Greene and Associates
2022 - Present

Greenman-Pedersen
2015 - 2022

AECOM
2004 - 2015

Contact
101 S Garland Ave, Suite 201
Orlando, FL 32801
407.720.7420
juan.ortega-rosales
@patelgreene.com

*Experience prior to joining PGA

Experience

Dale Mabry Pedestrian Overpass Technical Feasibility Analysis, Hillsborough County MPO, Structures Engineer:** The study team worked cooperatively to develop and assess the feasibility of various alternatives to connect the existing section of the I-275 trail, which currently terminates at Church St, along the north side of I-275, across Dale Mabry Hwy, to the MPO's proposed trail alignment along the south side of I-275 starting at Himes Ave. The approximate study area for this component of the project will extend the entire I-275 right-of-way from Cypress St to Himes Ave Juan's responsibilities included the identification of feasible locations and structural alternatives for a bridge crossing over Dale Mabry Hwy, reviewing constructability of selected alternatives, and development of cost estimates. ***Project Size: Undetermined

Bahia Honda Overlook, Florida Department of Environmental Protection, Structures Engineer:** Juan was responsible for structural modeling and development of design calculations for the feasibility study and replacement of this historic truss structure in the Florida Keys, which was originally constructed by Henry Flagler for the FEC Railroad then converted to highway use in the 1930's. It now serves as a pedestrian overlook but has been closed to the public since 2015 due to severe deterioration. The replacement structure closely resembles the existing structure but utilize modern shapes of similar dimensions to provide an economical and long-lasting structure. ***Project Size: $297k

I-4 Ultimate Design-Build Section 2B, Orange County, FL, FDOT District Five, Structures Engineer:** Juan assisted with the structures engineering for the final design of the Anderson St. Pedestrian Bridge over I-4 (Bridge No. 281). He also performed QA/QC on Temporary Ramp D over Division Ave. and Temporary Ramp H. All structures utilized superstructures consisting of cast-in-place concrete decks, Florida I-Beams and steel H or Pipe-pile supported foundations. The pedestrian bridge included aesthetics with enhanced pier shapes and architectural features were added via precast concrete. ***Project Size: $2.3B

Districtwide Structures Design Consultant Assistance, FDOT District Five, Project Manager & Structures Engineer:** Juan provided QA/QC oversight on this five-year continuing services contract for bridge and miscellaneous structures design, replacement or improvement projects, and value engineering studies. His areas of focus included LRFR load ratings, providing engineering technical support, overseeing CADD production, and providing independent technical reviews. ***Project Size: $750k

GABRIEL GONZALEZ, JR., EI

Planner

Gabriel is a Planner with Patel Greene and Associates (PGA). He has six years of experience with his background including trail, multimodal, sidewalk, and projects. Gabriel's specific experience includes crash analysis, coordination with internal and external stakeholders, modeling, data analysis, conceptual plans, public involvement, and roadway design.

Contract Role
Community Engagement

Availability
70%

Education
B.S., Civil Engineering, University of South Florida, 2018

Registrations/Licenses
Engineering Intern, Florida, 1100021936, 08/14/2018

Work Experience
Patel, Greene and Associates
2022 - Present

Landis Evans and Partners
2017 - 2022

Contact
12570 Telecom Dr
Temple Terrace, FL 33637
813.978.3100
gabriel.gonzalez@patelgreene.com

Experience

SR 570B (Central Polk Pkwy) from SR 35 (US 17) to SR 60, Polk County, FL, Florida's Turnpike Enterprise, Public Involvement: PGA was the prime consultant for this pilot project designing plans for a new alignment of Central Polk Pkwy as a fully integrated 3D model. The scope also includes completing the design of the interchange at US 17, design of toll gantries, and the design of the new at grade intersection at SR 60. PGA led the roadway, drainage, structures, and environmental efforts. Gabriel facilitated public outreach activities. This effort included identifying affected communities, establishing key contacts with neighborhood leaders, and developing notifications for the public meetings. ***Project Size: $6.7M***

SR 600 (US 92) RRR from W of Jersey Rd to W of SR 555, Polk County, FL, FDOT District One, Public Involvement: This project provides design to extend the service life of the existing roadway, improve safety, and correct deficiencies. Improvements include closing the median opening 1000 ft northeast of the intersection of US 92 and Lynchburg Rd, milling and resurfacing existing pavement and outside shoulders, construction of inside paved shoulders, and minor drainage improvements. Gabriel is leading public involvement efforts. ***Project Size: $5.3M***

City of Lakeland Pedestrian Feasibility Study, Lakeland, FL, Central Florida Expressway Authority, Planner: Gabriel conducted a feasibility study to evaluate multiple alternative pedestrian crossings meant to replace the overpass over Bonnet Springs Blvd. This study included the development of nine alternatives, an evaluation matrix, demographics evaluation and crash history analysis. ***Project Size: $49k***

City of Winter Park Transportation Master Plan Update, Planner: PGA is the prime consultant assisting the City of Winter Park with updating its Transportation Master Plan. Building off of the backbones of the previous update, PGA was tasked with consolidating all available existing conditions data, current and future projects and with identifying potential projects to complete gaps in the City's transportation network. Gabriel has conducted the GIS analyses using ArcMap for the project thus far, including the development of the existing condition basemaps, bicycle and pedestrian Level of Traffic Stress analyses, motor vehicle level of service calculations, pedestrian latent demand calculations, and motor vehicle and vulnerable user crash analysis. ***Project Size: $250k***

Continuing Services – Resurfacing Design, FDOT District One, Roadway Engineer: This task work order-based contract provides miscellaneous design services such as resurfacing, widening, rigid pavement rehabilitation, and minor design. Specific responsibilities on task work orders may include field surveys, roadway analysis and design, drainage analysis and design, utility relocation, utility coordination, and temporary traffic control plan analysis. Gabriel was responsible for conducting a Public Meeting in accordance with the FDOT Public Involvement Handbook. This task included development of notifications, meeting protocol, meeting materials, and a meeting summary. ***Project Size: $5M***

EMILYVETTE DEGAETANO, PLA, ISA

Landscape Architecture Group Manager

Emily is the Director of Landscape Architecture for Patel, Greene and Associates (PGA). She has been active in landscape architecture, master planning, landscape design, arboricultural assessments, and post-design services during construction for more than 18 years. Her expertise includes project management, client coordination, public involvement, technical writing, and technical plans review. Specializing in the transportation sector, she is accomplished in interstate, highway and interchange beautification, landscape design for speed management, low-volume drip and traditional overhead irrigation systems, and urban streetscape design. Emily is also experienced at trail planning and design, parks and recreation design, and private retail/commercial development.

Contract Role
Interpretive Design

Availability
50%

Education
B.L.A., Landscape Architecture, University of Georgia, 2004

Registrations/Licenses
Professional Landscape Architect, Florida, LA6667080, 12/23/2010

Certifications
Certified Arborist/International Society of Arboriculture/#FL 5660A (2007)

FDOT Temporary Traffic Control – Intermediate Certificate #46347 (2018)

FDEP Qualified Stormwater Management Inspector #41955 (2019)

OSHA 10-Hour Construction Safety and Health Certification Council of Landscape Architectural Registration Boards/Certificate #20273 (2019)

Work Experience
Patel, Greene and Associates
2020 - Present

AECOM
2004 - 2020

Contact
12570 Telecom Dr
Temple Terrace, FL 33637
813.978.3100
emilyvette.degaetano
@patelgreene.com

Experience

General Engineering Consultant (GEC), FDOT District One, Senior Landscape Architect: PGA is the Prime Consultant for this contract serving as an extension of FDOT District One by providing a variety of services that include design, program management, project management, RFP development, staff augmentation, and plans reviews. Emily is currently providing Landscape Architecture support by assisting the District Landscape Architect with design, landscape plans, and construction documents reviews, internal peer reviews, field reviews, project coordination, work program assistance, Florida Scenic Highways Program support, and coordination of meetings with staff, consultants, and local agencies. ***Project Size: $15M***

General Engineering Consultant, FDOT District Seven, Interim District Landscape Architect: PGA is the prime consultant for this contract serving as an extension of FDOT District Seven by providing a variety of services including transportation design, scoping and RFP development, staff augmentation, and plans reviews. Emily currently serves as the Interim District Landscape Architect and manages D7's Landscape Architecture design services contracts and landscape projects. She coordinates with District management, maintains project schedules, and assists with programming for landscape projects. She provides technical expertise with post-design services to the Maintenance and Construction offices, assists with implementing the District-reimbursable landscape program, and serves as a liaison between the District and local agencies. Emily also serves as the District Beautification Grant Coordinator and collaborates with the Department's State and District Landscape Architects. ***Project Size: $30M***

SR 64 at Greyhawk Blvd Roundabout, Manatee County, FL, FDOT District One, Landscape Architect of Record: PGA was the prime consultant on this project designing a multi-lane roundabout to improve safety and accessibility along SR 64. The scope of work included major reconstruction of the intersection, drainage improvements, and utility coordination. Landscaping consisting of native, drought-tolerant plant materials, was also provided to enhance the roundabout. Emily was responsible for coordinating the final landscape design with the District Landscape Architect. She also provided post-design services during construction. ***Project Size: $2.4M***

CHARLES REED II

Municipal Project Manager

Charles is a Project Manager for Patel, Greene and Associates (PGA). He has 19 years of experience that includes integral involvement of Local Programs Office (LAP) projects for municipalities throughout the state and FDOT. His specific experience includes contract reviews on behalf of local programs offices, managing the LAP program for FDOT, LAP compliance, project and contract management, stormwater and roadway design, and stakeholder coordination.

Contract Role
Grant Funding/LAP Coordination

Availability
75%

Education
M.S., Civil Engineering, Florida A&M University, 2003

B.S., Civil Engineering, Florida State University, 2001

Registrations/Licenses
Engineering Intern, Florida, 1100007651, 2002

Work Experience
Patel, Greene and Associates
2022 - Present

Asset Engineering
2009 - 2022

Atkins North America
2003 - 2009

Contact
215 E Main St
Bartow, FL 33830
863.533.7317
charles.reed@patelgreene.com

*Experience prior to joining PGA

Experience

Sun N Lakes Sidewalks Project (LAP Funded), Highlands County, FL, Grants Manager: The scope of work consists of the construction of 1600 linear feet of 5-ft sidewalks along Sun N Lakes Blvd from west of Columbus Blvd to east of Columbus Blvd. ***Project Size: $231k***

Richmond Ave Pedestrian Bridge (CDBG Funded), Lee County, FL, Grants: The scope of work involves the design of a pedestrian bridge that will replace the existing pedestrian bridge that was damaged by a Hurricane. The new pedestrian bridge will be along Richmond Ave over Able Canal. ***Project Size: $4.1M***

Ave C Improvements (LAP), City of Winter Haven, FL, Project Manager: Charles is assisting the City with various project management duties. He attends field reviews, project meetings, reviews change orders, and assists with grant compliance. ***Project Size: $50k***

Four Corners Ditch Improvements Project (CDBG-DR Funded), Hendry County, FL, Grant Compliance: The scope of work involves providing and improving the drainage infrastructure for the Four Corners MSBU in Hendry County, Florida. The project will provide additional storage and conveyance for stormwater to the Caloosahatchee River during large storm events. Charles' role is to assist the County with grant compliance and coordination between the County and the State agency. ***Project Size: $4.2M***

Florida Department of Transportation, Bartow, FL, FDOT District One, Project Manager:** Charles acted as an extension of the FDOT's Local Programs Office, managing the Federally and State funded projects. His duties included managing the Local Agency Program (LAP), Small County Road Assistance Program (SCRAP), Small County Outreach Program (SCOP), County Incentive Grant Program (CIGP), Transportation Regional Incentive Program (TRIP), and Economic Development Transportation Fund Program (EDTF) to name a few. Management of these programs involved administrative, design, and construction components. ***Project Size: Undetermined

Del Monte Reconsolidation (Port Manatee), Manatee County, FL, Manager:** Charles managed the development of a new warehouse facility for the Del Monte Operation at Port Manatee. He obtained clearance for all Ports in the State of Florida. ***Project Size: $250k

Proposed Park at Honore Ave, Sarasota County, FL, Manager:** Charles managed design and permitting for proposed park on behalf of Sarasota County Parks and Recreation Services. ***Project Size: $300k

SUBCONSULTANTS

AECOM TECHNICAL SERVICES INC. – ENVIRONMENTAL & PERMITTING, AGENCY COORDINATION

AECOM is a global, multi-discipline planning and engineering firm with significant Florida technical resources to provide Polk County with unmatched services for this master planning effort. Their more than 500 planning, engineering, environmental, public outreach, and document production professionals located in our Bartow, Orlando and Tampa offices will be available to support this project. AECOM is consistently ranked as one of the top overall engineering design firms by Engineering News Record in their Annual Top 500 Design Firms edition, and in 2022 they ranked #1 in Transportation. AECOM has experience serving Polk County, the Florida Department of Transportation (FDOT), and numerous Federal Agencies in environmental compliance and permitting. In the past 5 years, AECOM has completed three environmental documents for Polk County Roads and Drainage Division supporting roadway alignment studies including FDC Grove Rd, Holly Hill Rd, and Marigold/ CR 580. AECOM is prequalified with the FDOT in all Planning Work Groups including 13.3, 13.4, 13.5, 13.6 and 13.7.

CIVILSURV DESIGN GROUP, INC. – SURVEY, SUE, UTILITY COORDINATION, PLANNING, AND UTILITY DESIGN

The Surveying and Mapping Department at CivilSurv Design Group, Inc. offers a full range of surveying and mapping services including: Boundary Surveys, Legal Descriptions, Topographic Surveys, Horizontal and Vertical Control, Profiles and Cross Sectioning, Right-of-Way Mapping, Monumentation of Right of Way Corridors, Bridge Data Surveys, Digital Terrain Models (DTM), Hydrographic/Bathymetric Surveys, Specific Purpose Surveys, American Land Title Association Surveys, Wetland/Mitigation Surveys, Environmental Surveys, Platting, Expert Witness Testimony, Construction Surveys, Record and As-built, Route, Electronic Field Book/GIS Mapping, all mainstream versions of CADD/GIS Differential Leveling, Global Positioning Systems (GPS), Engineering Design Surveys, and other surveying and mapping related services. CivilSurv's 10 full-time field crews and 4 Professional Surveyor and Mappers have extensive experience in performing all types of surveys and are equipped with state-of-the-art equipment, including EFB compatible Total Stations, GPS, digital levels and reflector-less instruments. Their field staff has received the MOT training currently required by the Florida Department of Transportation.

CivilSurv is also a full-service SUE Services Provider, including designations, locations, vacuum excavations, ground penetrating radar and Utility Coordination for design team support. They remain on the cutting edge of data capture, and have recently upgraded their Terrestrial Static LiDAR abilities by acquisition of the Reigl 400VX. Its staff has extensive experience producing quality products, on time, within budgets for FDOT District One, Two, Four, Five, Seven and the Turnpike as a Surveying and Mapping Consultant. Through the course of the contracts, they have provided comprehensive survey services, including design surveys, jurisdictional wetland surveys, parcel surveys, right of way control maps and right of way maps. CivilSurv has worked on a number of projects from the Polk County Roads and Drainage Division, including:

- County Line Rd - SR 60 to Ewell Driveway Station 24+20.
- County Line Rd - SR 60 - Ewell Rd/Construction Meetings & Construction Assistance.
- W Daughtery Rd Improvements.
- CR 540A and Scott Lake Rd - Carter Rd Improvements.
- Reconstruction of Old Combee Rd from N SR 33.
- County Line Rd, Pond A Modification.
- County Line Rd, Pond B Modification.
- CR 557 at Evenhouse Rd
- Surveying and SUE for W Pipkin, along with Utility Design and Construction Services.
- Ariana Street Sidewalk Survey & Mapping.
- Surveying Services for Wildwood Subdivision and W Pipkin Rd.
- SUE Services for Tilery Rd/Clubhouse Rd Drainage Improvements.

SEARCH INC. – CULTURAL RESOURCES

SEARCH is the largest archaeology and cultural resources management company in the United States. SEARCH specializes in the full spectrum of cultural services related to archaeology, maritime archaeology, architectural history, archives and museum services, and media production. Since 1993, SEARCH has completed more than 3,700 projects across 44 US States and 37 countries, spanning five continents and three oceans. Commercial and government customers in the Energy and Power, Defense, Federal, Transportation, and Development markets have selected SEARCH for more than $250M in Prime contracts and $2.3B in Team contracts. SEARCH's staff of nearly 170 employees work from over 50 facilities to conduct 300 projects per year and deploy 20 or more field teams per week. The SEARCH Transportation Group has a team of 25 archaeologists, architectural historians, historians, GIS specialists, and support personnel, who are able to utilize the expertise and resources of the entire company. The SEARCH Transportation Group's sole focus is providing world-class technical services, project management, and customer service to their clients.

AECOM

Areas of Expertise

Project Management
PD&E/NEPA Studies
Corridor Studies
Efficient Transportation Decision Making (ETDM)
Urban Planning
Transportation Planning

Education

MS, Urban and Regional Planning, Florida State University, 2007

Graduate Certificate, Urban Design, Florida State University, 2007

BS, Anthropology (Minor in Geography), University of South Florida, 2005

Certification

2010/American Institute of Certified Planners/Certified Planner #168478

Years of Experience

With AECOM: 16 Years
With Other Firms: 2 Years

Availability

35%

Adam P. Purcell, AICP

Senior City Planner / Project Manager

Adam Purcell has significant professional work experience in multi-modal transportation planning, sociocultural effects analysis, NEPA studies, GIS analysis, public engagement, and project management. He holds a master's degree in Urban and Regional Planning from Florida State University and an AICP certification form the American Planning Association. Adam has worked in both the public and private sectors, at state and local levels. Over the past 16 years, Adam has worked with AECOM (legacy URS) in their Tampa Office focusing primarily on transportation programs and projects in central and south Florida.

Project Manager, US 17/92 Project Development and Environment Study, FDOT District One, Haines City, FL (2018-Present). Responsible for the coordination of work for 10 firm project team. Served as the primary author of the environmental document (CE2) and Sociocultural Effects (SCE) Report focusing attention on the needs of disadvantaged groups living in Haines City. Coordinated project timeline, public involvement activities supporting the PD&E including preparation of virtual public workshop, and completion of supporting technical documents. Project is currently working through the 106 Process. Study cost $1.2 Million.

Project Manager, Power Line Road Extension Study, Cassidy Organizations, Polk County, FL (2022-2023). Served as the primary author of the corridor study document identifying project purpose and need, environmental effects, conceptual design, and costs. Coordinated development of technical supporting documents including drainage report, environmental technical memorandum, traffic technical memorandum, and roadway design concepts. Study cost $450,000.

Deputy Project Manager, FDC Grove Road and Holly Hill Road Corridor Studies, Polk County Roads and Drainage Division, Polk County, FL (2019-2022). Responsible for coordination between county and consultant staff needed to support the development of the study. Served as the primary author of the document identifying project purpose and need, environmental effects, and costs. Coordinated completion and review of technical supporting documents including drainage report, traffic technical memorandum, and roadway design concepts. Study cost $200,000.

Deputy Project Manager, Marigold Avenue and CR 580 Project Development and Environment (PD&E) Study, Polk County Roads and Drainage Division, Poinciana, FL (2019-2022). Responsible for completion of a county-sponsored PD&E Study. Coordinated activities related to the traffic and drainage analyses conducted by AECOM team members. Identified project purpose and need, evaluated community and other environmental effects. Served as the co-author of the supporting environmental document. Study cost $1.2 Million.

Safe Routes to School Education Program, Polk Transportation Planning Organization, Polk County, FL (2020 – Present) Project Manager. Implement public outreach and education to supplemental Safe Routes to School (SRTS) education for children in kindergarten through eighth grade to increase pedestrian and bicycle safety. Develop curriculum, interactive web interphase and trainings to support the education program. Conduct pre- and post-training observation and testing to identify the effectiveness of training in modifying behaviors. Study cost $200,000.

General Planning Consultant Services, Polk Transportation Planning Organization, Polk County, FL. (2010-Present). As Project Manager works to support a range of assignments with previous work including the creation of the Polk Development Tracker, update of the Roadway Network Database, update of the Bicycle and Pedestrian Safety Action Plans, School Sidewalk Assessment Phases 1, 2, and 3, Transit Investment Study, major update of the Transit Development Plan Major, Rail Noise Analysis on the CSX "S" Line, development of the Neighborhood Mobility Audit process, and three technical memoranda that assessed the cost of driving, senior mobility, and neighborhood mobility in Polk County. The Neighborhood Mobility Audit project was one of two projects statewide to be awarded the APA Florida Award of Excellence in 2017. Current contract $150,000.

AECOM

Areas of Expertise

Wetland Delineations
Listed Species Evaluations
Natural Resources Impact Assessments
Wetland Mitigation
Section 404 / Section 10 Permits
State of Florida ERP

Education

BS, Marine Biology, University of Miami, 1998

Certifications

FDEP Qualified Stormwater Management Inspector, #3482
FWC Authorized Gopher Tortoise Agent #GTA-11-00068E

Years of Experience

With AECOM: 2 Years
With Other Firms: 21 Years

Availability

30%

Ramon Mendieta

Senior Ecologist

Mr. Mendieta has more than 23 years of experience focusing on federal, state, and local environmental resource permitting for wetlands and protected habitats. His expertise includes wetland delineations, federal and state permitting, the National Environmental Policy Act, environmental site assessment, and essential fish habitat (EFH). Over his career, Mr. Mendieta has served as project manager or project scientist on large-scale infrastructure projects, including roadways and water transmission mains, and on small- to large-scale restoration projects, including permittee responsible mitigation to mitigation banks. His professional experience has included: threatened and endangered (T/E) species surveys; water quality monitoring; wetland restoration design and implementation; alternative analysis; functional assessment for habitat impact; preparation and submission of environmental documents and reports; and development of mitigation plans.

Senior Ecologist, Pruett Road Traffic Improvements, Hillsborough County, FL (2022-Present). Traffic improvements for intersection of Pruett and Mango Roads to include a traffic circle. Responsible for wetland and other surface water delineations, limited protected species survey and State, ERP and 404, permitting. Study cost $750,000.

Senior Ecologist, Williams/Jennings Road Traffic Improvements, Hillsborough County, FL (2021-Present). Traffic improvements for Williams Road from US 301 to East Hillsborough Avenue. Responsible for wetland and other surface water delineations, limited protected species survey and State and federal permitting. Study cost $1M.

Senior Ecologist, North Ridge Trail, Polk County, FL (2021-Present). Sand skink survey for proposed new alignment in Polk County. Deployed cover boards to initiate survey. Study cost $50,000.

Senior Ecologist, FDC Grove Road and Holy Hill Road Alignment Study Re-evaluation, Polk County, FL (2020). Re-Evaluation of proposed alignment for two roadways in Polk County. Evaluated impacts to protected habitats, including wetlands, and protected wildlife species along the project corridor. Study cost $200,000.

Senior Ecologist, Marigold and CR 580 (Cypress Parkway) Alignment Study Report, Polk County, FL (2019). Alignment study for proposed improvements to improvements to Marigold Avenue from Palmetto Street to Cypress Parkway (CR 580). The project study also considers improvements along Cypress Parkway (CR 580) from Solivita Boulevard to Marigold Avenue. Evaluated impacts to protected habitats and protected wildlife species along the project corridor. Study cost $1.3M.

Field Lead, Preto Blvd. Extension Design, West Villages Improvement District, Sarasota County, FL (2018). Conducted Seasonal High-Water Elevation (SHWL) determinations, wetland delineations, and habitat assessments for a new roadway alignment to serve new residential neighborhoods within the City of North Port, Sarasota County. Study cost $25,000 - $50,000.

Project Scientist, I-75 Widening from North of SR 80 to South of SR 78, FDOT District One, Lee County, FL (2010). Conducted wetland jurisdictional determinations and protected species surveys for widening of three bridges over tributaries and the Caloosahatchee River. Tasks also included submerged aquatic vegetation survey (SAV), Essential Fish Habitat (EFH) assessment, and preparation of State and Federal Environmental Resource Permit (ERP) application. Study cost $25,000 - $50,000.

Project Scientist, Bartow Northern Connector Phase 1 from US 98 to US 17, Polk County, FL (2010). Conducted wetland jurisdictional determinations and protected species surveys for new roadway alignment in Polk County. The project included the construction of one bridge crossing over Saddle Creek. Prepared uniform mitigation assessment method (UMAM) for mixture of forested and herbaceous wetland impacts. Prepared mitigation plan to address permanent wetland impacts. Study cost $25,000 - $50,000.

CIVILSURV

Kenneth T. Glass, PSM

Vice President of Surveying

38 Total Years of Experience | 24 Years with CivilSurv

Mr. Glass is a multi-faceted surveying and mapping professional with over 38 years of experience. For the past sixteen years as Vice President of Surveying and Mapping Division he has been responsible for managing a team of eight field crews and seven office staff. His expertise includes providing all aspects of survey services required for a wide range of transportation projects. He has been responsible for the production of Florida Department of Transportation Design and Right-of-Way Mapping Surveys for minor design projects such as sidewalk and trails to major interstate design projects. Mr. Glass has experience producing survey products required for multiple types of municipal projects for utility infrastructure expansion, roadway, drainage and building design. In addition to design survey projects, he and his team have completed both Southwest and South Florida Water Management District projects. His team provides subsurface utility exploration services and uses the latest equipment and techniques including terrestrial LiDAR, UAS Mapping to efficiently complete survey and mapping projects.

Project Experience

Project Manager | District Wide Survey and Right of Way Mapping | FDOT District One | 1993 to Present | $1.5 million: Mr. Glass was a project manager for these contracts for the seven years and has been the client liaison and overall project manager for this task work order contract. He has prepared scopes, negotiated project budgets, scheduled sub-consultant activities and has been responsible for QA/QC of both design and right of way surveys.

Contract Manager | US 41 (SR45) from Southwinds Drive to Bay Street Lighting Retro-Fit | FDOT District One | Sarasota County, Florida | 2018 | $17,830: Mr. Glass managed the survey team for CivilSurv that performed the surveying and mapping services for this lighting project through 4.4 miles of US41 in Sarasota County. The project was completed as a sub-consultant to Scalar Consulting Group, Inc. CivilSurv was responsible for retracing the alignment and computing the existing right of way for this project.

Contract Manager | SR578 (Bee Ridge Road) from US41 (SR45) to McIntosh Road | FDOT District One | Sarasota County, Florida | 2019 | $55,025: Mr. Glass managed the survey team for CivilSurv that performed the surveying and mapping services for this Traffic Operations project that involved the design of signal mast arms at 7 intersections along Bee Ridge Road. Due to existing right of way limits, temporary construction easements were required for the construction of the mast arms. CivilSurv provided boundary surveys and then sketch and description of the temporary construction easements required. This method saved time and money that would have been used if traditional right of way maps were needed. The project was completed as a sub-consultant to Kimley Horn and Associates.

QA/QC, Client Manager | Sarasota County North River Road Right of Way Mapping | Sarasota County Board of County Commissioners | Venice, Florida | 2020 | $282,252: Mr. Glass performed Client Manager and QA/QC duties for this Right of Way Mapping project for Sarasota County. The total length of the project was 5.5 miles starting at US 41 and ending at Venice Avenue and had 26 parcels. Since North River Road was being transferred to FDOT as a Design Build construction project the maps had to be produced in 3 months. The CivilSurv team met the challenge.

Project Surveyor | SR 45 (US 41) from River Road to Woodmere Park Boulevard | FDOT District One | Sarasota County, Florida | 2018 | $196,166: CivilSurv under the leadership of Mr. Glass performed the surveying and mapping services for this project as a sub-consultant to Florida Transportation Engineers, Inc. The project was needed to add a six-foot sidewalk along 5.6 miles of SR 45 in Sarasota County. CivilSurv was responsible for the design survey. All work was performed to District One standards.

Expertise

- Surveying & Mapping
- Project Management

Education

- BS / Surveying & Mapping / University of Florida / With Honors

Licenses / Certifications

- Professional Surveyor & Mapper FL# LS5713

Affiliations

- FL Surveying & Mapping Society (President, 2012-2013, President Elect 2011-2012, Treasurer 2008-2010)
- Ridge Chapter of the Florida Surveying & Mapping Society (President, 2001-2002, Vice President 2000-2001
- Former member of the FDOT Survey Technical Advisory Committee

CIVILSURV

Hetty C. Harmon, AICP

Senior Planner | Utility Coordinator

39 Total Years of Experience | 22 Years with CivilSurv

Ms. Hetty Harmon serves as the Senior Planner for CivilSurv. She is experienced in planning and land development gained from her work with governmental agencies and developers. This experience includes planning, land development, construction management and permitting. Additional experience includes development review, land use analysis, engineering reviews, GIS, implementation and enforcement of development codes and ordinances, neighborhood revitalization plans, utility coordination, public/private partnerships, streetscape plans, historic/architectural guidelines, corridor studies, capital improvement plans and served as a Planning Commissioner for Summit County, Colorado. Other duties have included coordination for developers of planning, engineering, marketing, financing and construction management of numerous residential and commercial developments.

Project Experience

Senior Planner | Lakeland Park Drive Connector and Multi-Use Pathway Study | City of Lakeland | Lakeland, Florida | 2015 | $19,960: Assisted in the alignment study for the Lakeland Park Drive and the Multi-Use path. Coordinated with the City of Lakeland, FDOT, surrounding property owners, and the Golf Course architect. Prepared the cultural resource and contamination reports and coordinated with the utility companies for design phase. Prepared and presented alignment alternative for the public meetings.

Senior Planner | Okeechobee Sidewalk Master Plan | Okeechobee County Board of County Commissioners | Okeechobee County, Florida | 2016 | $49,240: A sidewalk masterplan was developed to determine the sidewalk needs in the County. We coordinated with the Okeechobee School Board Transportation Department, Parent/Teacher organizations, County Planning and Public Works Departments, Sheriff's Department and various civic organizations. The master plan was utilized in the Safe routes school grant application showing the need for sidewalks around the elementary schools.

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

Utility Coordinator | Eloise Loop Road Drainage Improvement | Polk County Roads & Drainage Division | Winter Haven, Florida | 2021 to Present | $12,460: This project involved improvements of the roadway drainage system along a short section of Eloise Loop Road and was federally funded through FEMA's Hazard Mitigation Grant Program (HMGP). The drainage improvements were focused on addressing hazardous roadway flooding concentrated in a horizontal curve along a corridor with limited right of way. Responsibilities included identification of utility service providers within the project area, conducting a preliminary meeting with utility service providers, review of utility service provider markups and work schedules, and utility constructability review.

Contract Role
- UC Lead/Planning Support

Availability
- 50%

Expertise
- Urban Planning
- Utility Coordination
- Permitting
- Grant Funding Coordination

Education
- MS / Urban and Regional Planning / University of Colorado
- Urban Design and Architecture Courses / University of Wisconsin-Milwaukee
- BS / Design / University of Wisconsin-Madison

Licenses / Certifications
- AICP Certified Planner No. 019199

Training
- GIS

Jessica (Fish) Muse, MST, RPA | Project Manager | Cultural Resources

Jessica Muse, MSt, RPA, has 11 years of professional experience in cultural resource management with experience in the Southeast, Northeast, and West Coast. She has received training in Section 106 by the National Preservation Institute. Ms. Muse has contributed to multiple DOT, transmission corridor, dam re-certification, and emergency response projects in her work with cultural resource management companies, in addition to fire management surveys for the National Park Service. Ms. Muse also has experience in artifact conservation through her work with the Harvard Peabody Museum of Archaeology and Ethnology and the Maine State Museum. Her qualifications exceed those set forth by the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation* (48 FR 44716-42). ***Availability: 40%***

EDUCATION

MSt	2011 Archaeology. Oxford University, United Kingdom.
BA	2010 Anthropology. University of Maine, Orono.

SELECT PROJECT EXPERIENCE

Project Manager, Phase I Cultural Resource Assessment Survey for SR A1A Multiuse Trail from Red Cox Road to Pope Road, St. Johns County, Florida. Served as the Principal Investigator. The archaeological survey 1.7-mile corridor consisted of a pedestrian survey. The architectural survey resulted in the identification and evaluation of newly recorded historic building 8CR01395. Conducted for Florida Department of Transportation District Two. Cost: $21,123.00

Project Manager, Cultural Resource Desktop Analysis for the Slavia Road Extension from SR 426 to SR 434 and Lukas Lane Connection with SR 426 at Duda Multiuse Trail Alignment Study, Seminole County, Florida. Served as the Principal Investigator. SEARCH evaluated the four project corridors to identify cultural resource potential and locate previously recorded historic properties that are listed or may be eligible for listing in the NRHP. Conducted for Dewberry for Seminole County. Cost: $4,729.00

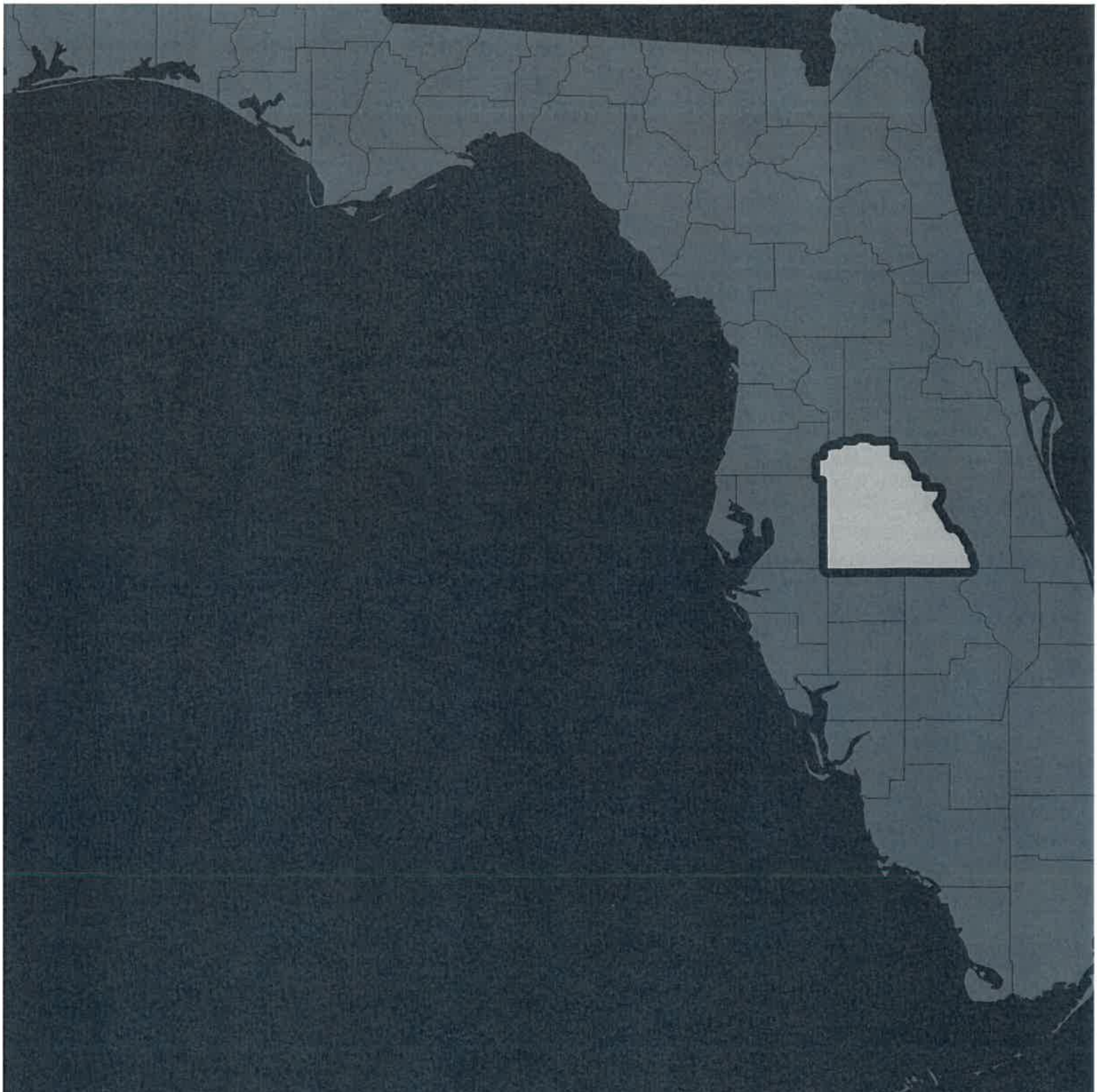
Project Manager, Phase I Cultural Resource Assessment Survey for the River to Sea Loop Multi-use Trail, Phase 1, Volusia County, Florida. Serving as the Principal Investigator. SEARCH is conducting desktop analysis of the alternative alignments developed for the proposed 1.6-mile trail from Lake Beresford Park to Old New York Avenue. Subsurface archaeological testing is recommended for Trail Options 2 and 3 due to both options running parallel to the previously recorded cultural resource JT&KW Railroad (8VO07641). Conducted for Kimley-Horne and Associates, Inc. for Volusia County. Cost: $24,934.75

Project Manager, Phase I Cultural Resource Assessment Survey for Lake Apopka Multiuse Trail from Lake Apopka Loop Trail to West Orange Trail, Orange County, Florida. Served as the Principal Investigator. The archaeological survey of the proposed 3.4-mile trail consisted of a pedestrian survey and 27 shovel tests in which no artifacts, archaeological features, sites, or occurrences were identified. Conducted for WBQ Design & Engineers, Inc. for Orange County Board of County Commissioners. Cost: $27,143.16

Project Manager, Cultural Resource Desktop Analysis for the North Lake Multiuse Trail Project Development and Environment Study Marion and Lake Counties, Florida. Served as the Principal Investigator for three alternatives and one design segment of a proposed trail connecting East Collins Street/CR 450 in Umatilla to SR 40 in Astor Park. The corridor options range in length from 16.20 miles to 2.87 miles and follow existing roadways. Conducted for Stantec Consulting Services, Inc. for Lake County. Cost: $127,403.07

Project Manager, Phase I Cultural Resource Assessment Survey for the PD&E study for the SR A1A Multiuse Trail Segments C-G, Duval County, Florida. Served as the Principal Investigator. The archaeological survey of the combined 4.84-mile segments included 50 shovel tests. The architectural survey resulted in the identification and evaluation of 13 historic resources. Conducted for CONSOR Engineers for Florida Department of Transportation District Two. Cost: $78,464.81

Project Manager, Phase I Cultural Resources Assessment Survey for the SR 57 (US 19) Multiuse Trail PD&E Study, Jefferson County, Florida. Served as the Principal Investigator. The archaeological survey of the 3.22-mile multiuse trail consisted of pedestrian reconnaissance and 31 shovel tests. The architectural survey resulted in the identification and evaluation of five resources. Conducted for Mead & Hunt for Florida Department of Transportation, District Three. Cost: $31,404.73



4. INTERACTION WITH COUNTY & REGULATORY AGENCY STAFF

INTERACTION WITH COUNTY AND REGULATORY AGENCY STAFF

POLK COUNTY

The PGA Team has significant experience working with all County Divisions that will be involved in this project, including significant experience coordinating with Roads and Drainage and Real Estate Services (RES). We worked very closely with RES throughout our W Pipkin Rd widening project in addition to other recently completed projects like Wildwood Sibdivision Drainage and Eloise Loop Road Drainage Improvements.

FDOT DISTRICT ONE

PGA brings well established relationships with FDOT District One, including staff that reviews and issues the connection permits. We know what they are looking for in these permit reviews, which will expedite any required interactions with FDOT. We used this experience to successfully obtain a connection permit from FDOT District One on our US 17 at 9th St intersection improvement project.

REGULATORY PERMITTING

PGA has successfully obtained many environmental resource permits through SWFWMD and FDEP. Some of our more ambitious permits were on Polk County projects: W Pipkin Rd and Ernest M. Smith Blvd (EMSB). The W Pipkin Rd design calls for a significant amount of basin combination as well as multiple "smart box" structures. These innovative design concepts eliminated several pond sites saved the County considerable costs in right-of-way acquisition. The EMSB alignment encroached into over 800,000 cubic yards of the FEMA floodplain for Saddle Creek. By preparing a hydraulic model for Saddle Creek and downstream improvements at Old Bartow Eagle Lake Rd, we were able to demonstrate no rise in the water surface elevation without floodplain compensation, saving the County significant right-of-way costs.

Our environmental staff have extensive experience with wildlife permitting, including successful gopher tortoise relocations along W Pipkin Rd. CivilSurv has significant experience coordinating with FDOH on water and wastewater projects.

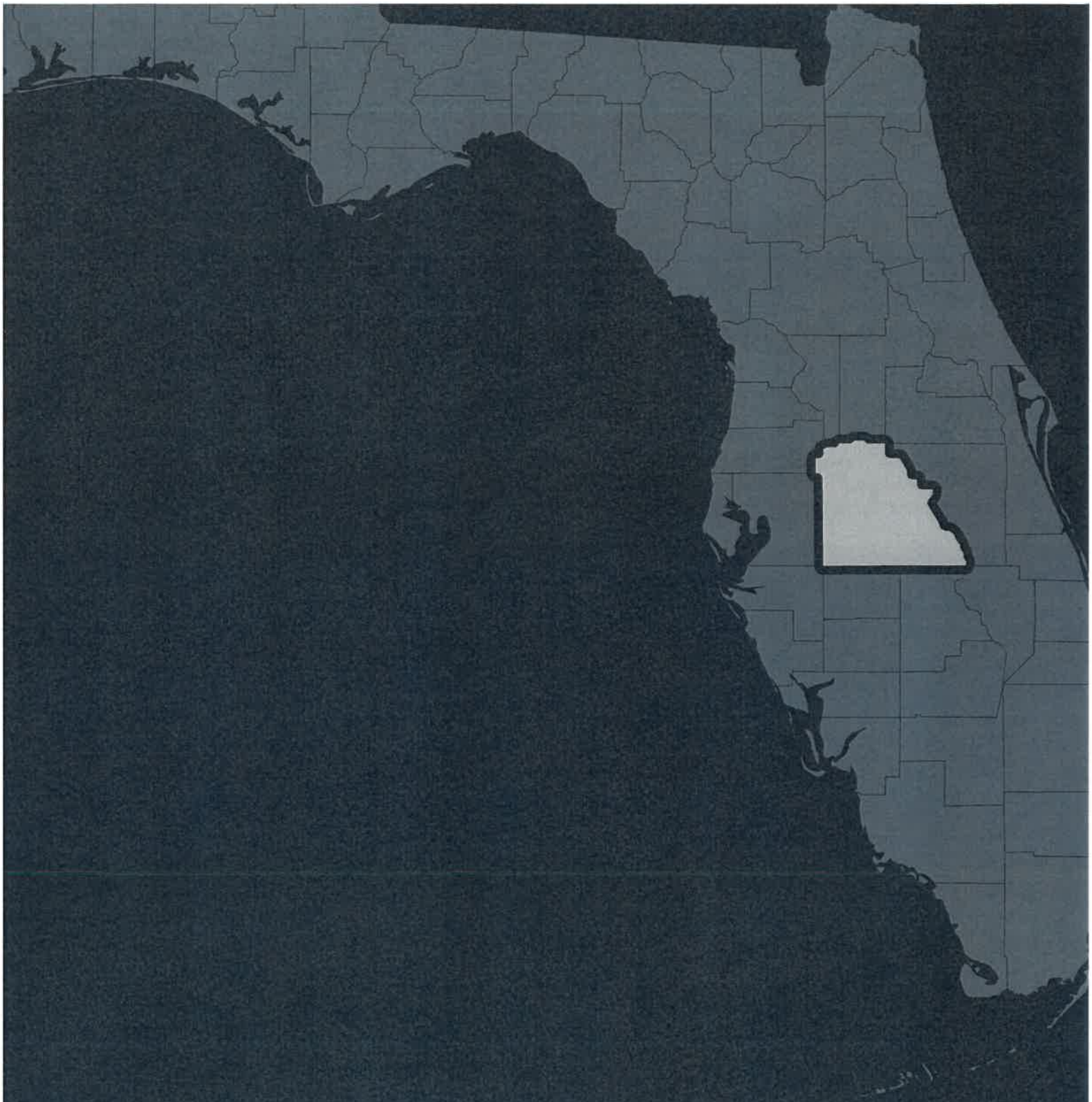
POLK TPO

Our staff are no strangers to Polk County and have served Polk TPO in previous roles, including former consulting work, FDOT, and as former Polk TPO staff. We regularly attend Polk TPO board and committee meetings, as well as Polk BoCC meetings and regional transportation planning meetings of TBARTA, CFMPOA, CCC, and neighboring MPOs. We are positioned well to assist you with all aspects of carrying out the TPO's desired work.

CAPABILITIES MATRIX

We have included a table below that summarizes our overall team experience with all the regulatory agencies and county divisions listed in the RFP.

KEY TEAM MEMBER	POLK CO DRAINAGE & ROADS	POLK CO PROC.	POLK CO BUILDING DIVISION	POLK CO CODES DIVISION	POLK CO PARKS & NATURAL RESOURCES	POLK CO ATTORNEY'S OFFICE	FDOT	SWFWMD	FDEP
Lucas Cruse, AICP	✓						✓		
Peyton McLeod, PTP	✓	✓					✓		
Gordon Greene, PE	✓	✓			✓		✓	✓	✓
Kim Warren	✓	✓	✓		✓		✓	✓	✓
Tim Polk, PE	✓	✓				✓	✓	✓	
Johnny Fung, PE	✓	✓					✓		
Carrie Strasheim, PE	✓						✓	✓	
Manny Monreal, PE	✓	✓					✓	✓	
Juan Ortega-Rosales, PE	✓						✓	✓	
Emilyvette DeGaetano, PLA, ISA	✓	✓					✓		
Gabriel Gonzalez, Jr., EI	✓	✓					✓		
Charles Reed	✓	✓					✓		
Adam Purcell (AEC)	✓	✓			✓		✓	✓	✓
Hetty Harmon, AICP (CSD)	✓	✓	✓	✓	✓		✓	✓	✓



5. TIMELY COMPLETION OF PROJECTS

TIMELY COMPLETION OF PROJECTS

PGA currently has no active planning contracts with Polk County. With our large W Pipkin Rd project now in construction and our current projects not anticipated to consume significant resources, the key team members shown in the workload chart on the following page (pg. 35) have availability now for this project and will continue to have excellent availability as this work comes on line, so there is no concern regarding PGA's ability to perform successfully on this contract.

PGA carefully coordinates work efforts with internal meetings on a weekly basis to ensure all project commitments are met. We analyze all project schedules to ensure that all our current projects are properly staffed. Our priority is to ensure all project commitments are maintained and our clients are completely satisfied. We are aided in this effort by the fact that all major disciplines (planning, roadway, drainage, structures, traffic, landscape architecture, and community engagement) are handled in-house at PGA, which gives us the capability to monitor our projects' progress on a daily basis. We take pride in our ability to develop cost-effective solutions and look forward to exceeding your expectations on this contract.

We have assembled our team to handle the complete scope that is described in the RFP. Some of these services are provided by our subconsultant partners. We have provided a summary of the key staff members that will be working on this contract. If PGA is fortunate enough to win this contract, you not only get the team we are proposing, but **PGA will commit all necessary resources from our firm of over 120+ staff members to ensure this project is a success.**

KEY STAFF WORKLOAD AND OFFICE AND HOME LOCATION

PGA - PROJECT MANAGEMENT, PLANNING, TRAIL DESIGN, DRAINAGE, STRUCTURES, COMMUNITY ENGAGEMENT, AND INTERPRETIVE DESIGN SERVICES

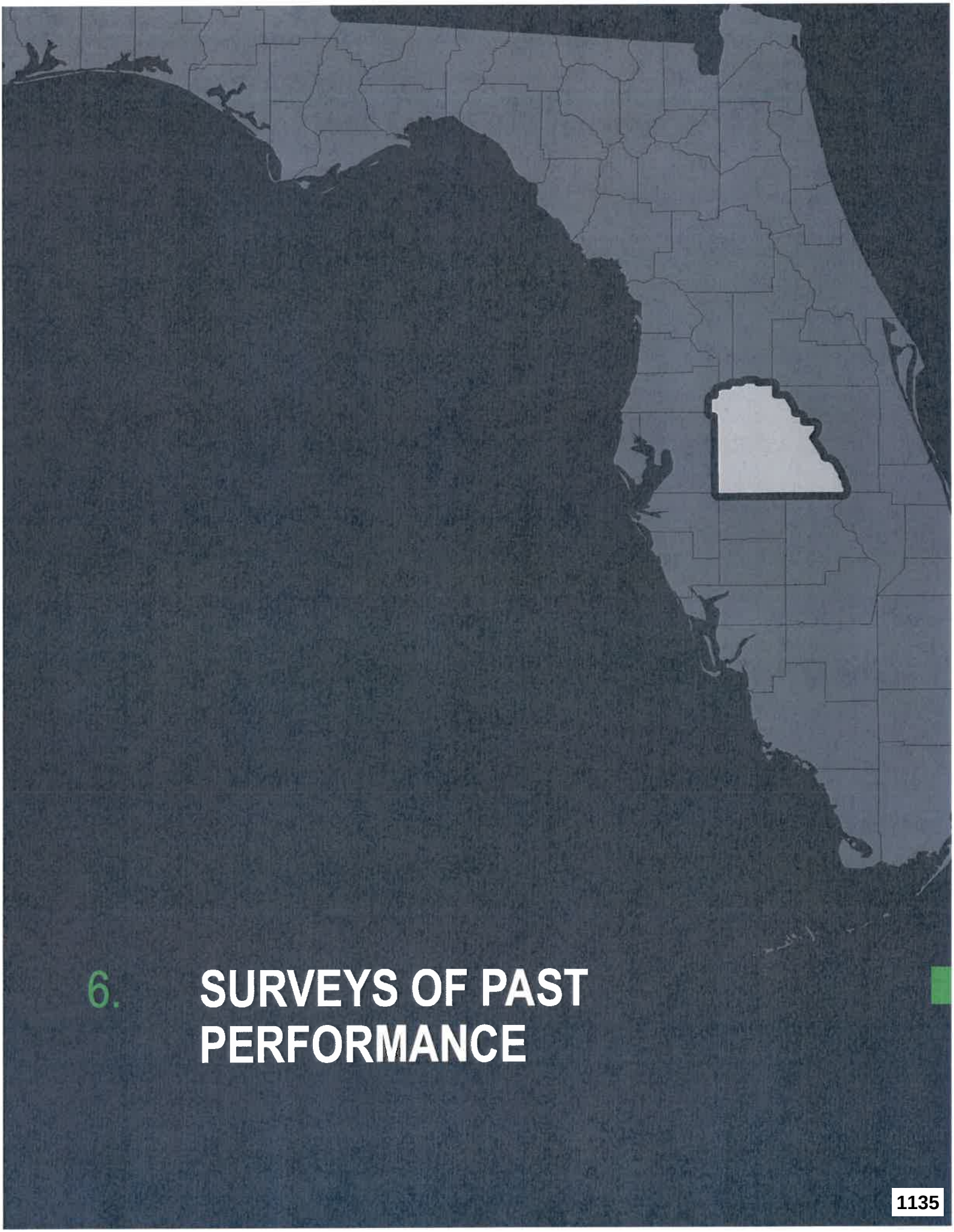
KEY PGA STAFF	Project Role	Current Workload	Future Workload	Office Location	Home Location
Lucas Cruse, AICP	Project Manager	30%	25%	Temple Terrace	St. Petersburg
Peyton McLeod, PTP	Deputy Project Manager	40%	35%	Temple Terrace	Tampa
Gordon Greene, PE	PiC & QA/QC Manager	50%	55%	Bartow	Homeland
Kim Warren	Planning QC	20%	15%	Bartow	Bartow
Adam Perez, PE	Roadway QC	60%	50%	Temple Terrace	Zephyrhills
Tim Polk, PE	Drainage QC	60%	50%	Bartow	Wauchula
Johnny Fung, PE	Structures QC	45%	30%	Temple Terrace	St. Petersburg
Katie Habgood, AICP	Planning Support	15%	5%	Temple Terrace	Tampa
Carrie Strasheim, PE	Trail Design Lead	40%	35%	Temple Terrace	Wesley Chapel
Manny Monreal, PE	Drainage Lead	45%	35%	Bartow	Lakeland
Juan Ortega-Rosales, PE	Structures Lead	35%	30%	Orlando	Orlando
Gabriel Gonzalez, Jr., EI	Community Engagement	70%	75%	Temple Terrace	Tampa
Emily DeGaetano, PLA, ISA	Interpretive Design Lead	50%	40%	Temple Terrace	Tampa
Charles Reed	LAP/Grant Funding Lead	25%	15%	Bartow	Seffner

AECOM TECHNICAL SERVICES, INC.
PLANNING SUPPORT & ENVIRONMENTAL

CIVILSURV DESIGN GROUP, INC.
SURVEY, SUE, UTILITY COORDINATION & PLANNING

SEARCH, INC.
CULTURAL RESOURCES

SUBCONSULTANT STAFF	Project Role	Current Workload	Future Workload	Office Location
Adam Purcell, AICP (AECOM)	Permitting	65%	60%	Tampa
Ramon Mendieta (AECOM)	Utility Coordination	70%	65%	Lakeland
Ken Glass, PSM (CivilSurv)	Survey	60%	55%	Lakeland
Hetty Harmon, AICP (CivilSurv)	Planning Support & UC	50%	50%	Lakeland
Jessica Muse, RPA (SEARCH)	Cultural Resources	60%	50%	Jacksonville



6. SURVEYS OF PAST PERFORMANCE

Survey Questionnaire – Polk County

RFP 23-197, P.E. Services for Lake Hancock Multiuse Trail Connection– LAP

To: Sarah Caper, AICP (Name of Person completing survey) — Hillsborough County (Name of Client Company/Firm)

Phone Number: 813.807.0743

Email: capers@hillsboroughcounty.org

Subject: Past Performance Survey of:

Greenways Master Plan Update (Project Name)

Consultant Name: Patel, Greene and Associates, LLC (Name of firm being surveyed)

Cost of Services: $60,340 — Date Complete: Est. Summer 2023

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	N/A
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	N/A
3	Quality of workmanship	(1-10)	9
4	Professionalism and ability to manage	(1-10)	9
5	Close out process	(1-10)	N/A
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	9
8	Ability to follow protocol	(1-10)	9
9	Ability to maintain proper documentation	(1-10)	9
10	Appropriate application of technology	(1-10)	9

Sarah Caper — Printed Name of Evaluator

Sarah Caper — Signature of Evaluator

Please fax or email the completed survey to: devin.oliver@patelgreene.com

Survey Questionnaire – Polk County

RFP 23-197, P.E. Services for Lake Hancock Multiuse Trail Connection– LAP

To: Julia Davis, AICP (Name of Person completing survey) — Polk TPO (Name of Client Company/Firm)

Phone Number: 863.534.6529

Email: juliadavis@polk-county.net

Subject: Past Performance Survey of:

Polk TPO's Bicycle & Pedestrian Safety Action Plans (Project Name)

Consultant Name: Patel, Greene and Associates, LLC (Name of firm being surveyed)

Cost of Services: $250k — Date Complete: 10/2016

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10

Julia B. Davis, AICP — Julia B. Davis

Printed Name of Evaluator — Signature of Evaluator

Please fax or email the completed survey to: devin.oliver@patelgreene.com

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Survey Questionnaire – Polk County

RFP 23-197, P.E. Services for Lake Hancock Multiuse Trail Connection– LAP

To: Chelsea Favero (Name of Person completing survey) — Forward Pinellas MPO (Name of Client Company/Firm)

Phone Number: 727.464.5644

Email: cfavero@forwardpinellas.org

Subject: Past Performance Survey of:

Safe Streets Pinellas (Project Name)

Consultant Name: Patel, Greene and Associates, LLC (Name of firm being surveyed)

Cost of Services: $225,363 — Date Complete: 01/21

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10

Chelsea Favero — Printed Name of Evaluator

Signature of Evaluator

Please fax or email the completed survey to: devin.oliver@patelgreene.com

Survey Questionnaire – Polk County

RFP 23-197, P.E. Services for Lake Hancock Multiuse Trail Connection– LAP

To: Wade Reynolds, AICP (Name of Person completing survey) — Hillsborough County TPO (Name of Client Company/Firm)

Phone Number: 813.793.2361

Email: reynoldsw@plancom.org

Subject: Past Performance Survey of:

Hillsborough County TPO Bike Network Plan (Project Name)

Consultant Name: Patel, Greene and Associates, LLC (Name of firm being surveyed)

Cost of Services: $39,937 — Date Complete: 01/2023

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	9
3	Quality of workmanship	(1-10)	9
4	Professionalism and ability to manage	(1-10)	9
5	Close out process	(1-10)	9
6	Ability to communicate with Client's staff	(1-10)	9
7	Ability to resolve issues promptly	(1-10)	9
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10

Wade Reynolds
Printed Name of Evaluator — Signature of Evaluator

Please fax or email the completed survey to: devin.oliver@patelgreene.com

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Survey Questionnaire – Polk County

RFP 23-197, P.E. Services for Lake Hancock Multiuse Trail Connection– LAP

To: Elizabeth De Jesus (Name of Person completing survey) — North Florida TPO (Name of Client Company/Firm)

Phone Number: 904.306.7505

Email: edejesus@northfloridatpo.com

Subject: Past Performance Survey of:

North Florida TPO Bicycle and Pedestrian Plan (Project Name)

Consultant Name: Patel, Greene and Associates, LLC (Name of firm being surveyed)

Cost of Services: $125,000 — Date Complete: 10/2013

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

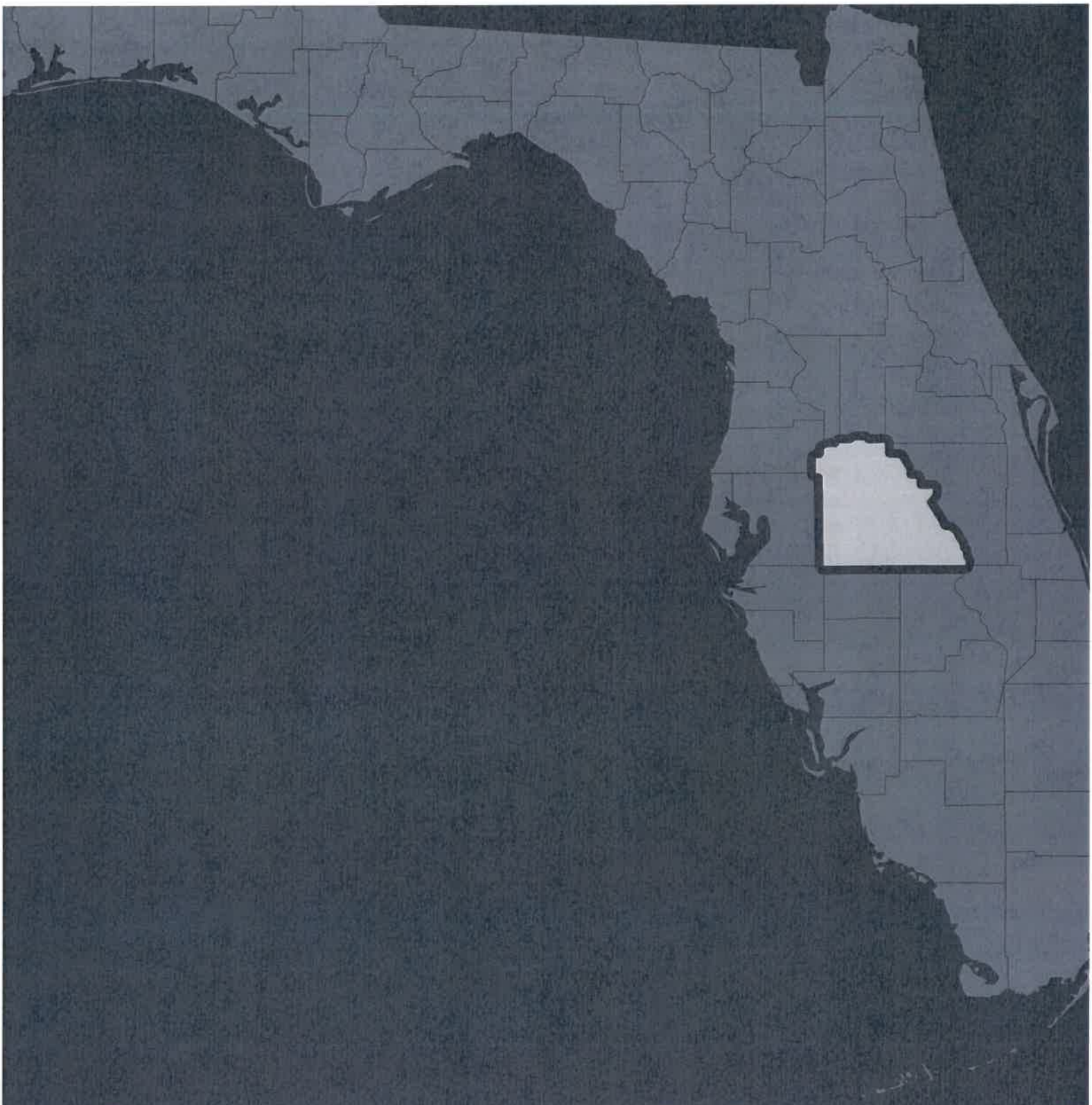
NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10

Elizabeth De Jesus — Printed Name of Evaluator

E. De Jesus — Signature of Evaluator

Please fax or email the completed survey to: devin.oliver@patelgreene.com

36



7. ADDITIONAL FORMS & DOCUMENTATION

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

Company Name: Patel, Greene and Associates, LLC

DBA/Fictitious Name (if applicable): N/A

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

TIN #: 45-2209743

12570	Telecom Drive	Temple Terrace
(Street No or PO Box Number)	(Street Name)	(City)
Hillsborough	Florida	33637
(County)	(State)	(Zip Code)

Contact Person: Lucas Cruse, AICP

Phone Number: 813.978.3100

Cell Phone Number: 503.312.1881

Email Address: lucas.cruse@patelgreene.com

Type of Organization:

_____ Sole Proprietorship _____ Partnership _____ Non-Profit _____ Sub-Chapter

_____ Joint Venture _____ Corporation X LLC _____ LLP

_____ Publicly Traded _____ Employee Owned

State of Incorporation Limited Liability Corporation

The Successful proposer must complete and submit this section prior to award. The Successful proposer must invoice using the company name listed above.

May 19, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1
RFP 23-197, P.E. Services for Lake Hancock Multiuse Trail Connection – LAP

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

Contained within this addendum: questions and answers

Danielle Rose
Procurement Analyst
Procurement Division

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

Signature: [signature]

Printed Name: Gordon Greene, PE

Title: Executive Vice President

Company: Patel, Greene and Associates, LLC

May 26, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2
RFP 23-197, P.E. Services for Lake Hancock Multiuse Trail Connection – LAP

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

Contained within this addendum: Questions/ Answers

Danielle Rose
Procurement Analyst
Procurement Division

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

Signature: [signature]

Printed Name: Gordon Greene, PE

Title: Executive Vice President

Company: Patel, Greene and Associates, LLC

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO AND MINISTER OATHS.

1. This sworn statement is submitted to Polk County
[print name of the public entity]
by Gordon Greene, PE, Executive Vice President
[print individual's name and title]
for Patel, Greene and Associates, LLC
[print name of entity submitting sworn statement]

whose business address is

12570 Telecom Drive, Temple Terrace, FL 33637

and (if applicable) its Federal Employer Identification Number (FEIN) is 45-2209743

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: .)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies]

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THE FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

Sworn to and subscribed before me this 18th day of May, 2023.

Personally known ✓

Or Produced identification _____

_____
(Type of Identification)

Notary Public – State of Florida

My commission expires 2/1/2027

TIFFANY SONERA
Notary Public - State of Florida
Commission # HH 35714
My Comm. Expires Feb 1, 2027
Bonded through National Notary Assn.

(Print, Type or Stamp Commissioned name of notary public)

Form PUR 7068 (Rev 6/11/92)

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

375-04
PROCUREM
0

287.087 Preference to businesses with drug-free workplace programs. --Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies tha it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, c use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employee 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 (1).

(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 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

☒ **YES**

☐ **NO**

NAME OF BUSINESS: Patel, Greene and Associates, LLC

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TRUTH IN NEGOTIATION CERTIFICATION

375-030-3·
PROCUREMEN
05/1·

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes fo CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

Patel, Greene and Associates, LLC
Name of Consultant

By: _____

05/11/2023
Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-5
PROCUREMEN
OGC – 1/2

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest a potential conflict of interest.

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

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

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

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

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

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes..

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
RFP 23-197	P.E. Services for Lake Hancock Multiuse Trail Connection – LAP	44965-1-18-1

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

Printed Names	Signatures	Date
Lucas Cruse, AICP		05/11/2023
Peyton McLeod, PTP		05/11/2023
Gordon Greene, PE		05/11/2023

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-32
PROCUREMENT
11/15

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

(Compliance with 2 CFR Parts 180 and 1200)

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

Name of Consultant/Contractor: Patel, Greene and Associates, LLC

By: [signature]

Date: 05/11/2023

Title: Executive Vice President

Instructions for Certification

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

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

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

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

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

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

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

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

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

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-33
PROCUREMENT
10/01

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

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

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

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

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

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

Name of Consultant: Patel, Greene and Associates, LLC

By: Gordon Greene, PE Date: 05/11/2023

Authorized Signature: _____

Title: Executive Vice President

N/A

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

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

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

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☒ Prime ☐ Subawardee Tier _____, *if known*: 12570 Telecom Drive Temple Terrace, FL 33637 Congressional District, *if known*: 4c	Congressional District, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*:
8. Federal Action Number, *if known*:	**9. Award Amount,** *if known*: $
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: [signature]
Print Name: Gordon Greene, PE
Title: Executive Vice President
Telephone No.: 813.978.3100 Date (mm/dd/yyyy): 05/11/2023

Federal Use Only:

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

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AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: RFP 23-197, P.E. Services for Lake Hancock Multiuse Trail Connection – LAP

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

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

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

Company Name: Patel, Greene and Associates, LLC

Executive Vice President

Signature | Title | Date

STATE OF: Florida
COUNTY OF: Hillsborough

The foregoing instrument was signed and acknowledged before me this 10th day of May, 2023, by Dawn Oliver who has produced (Print or Type Name)

FL DL 0416-174-92-249-0 as identification.
(Type of Identification and Number)

Notary Public Signature

Tiffany Sonera
Printed Name of Notary Public

#HH 357140 2/1/27
Notary Commission Number/Expiration

TIFFANY SONERA
Notary Public - State of Florida
Commission # HH 357140
My Comm. Expires Feb 1, 2027
Bonded through National Notary Assn.

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LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS

375-040-84
PROGRAM MANAGEMENT
5/22
Page 1 of 3

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

B. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.

C. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement not withstanding.

D. The consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

E. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

F. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

G. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

H. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

I. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,

   1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
   2. cancellation, termination or suspension of the contract, in whole or in part.

J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions

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issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

K. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

L. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.

M. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

> "The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate."

Pursuant to 49 CFR26.11(c), the Consultant shall submit the bid opportunity list at the time of contract execution, and shall enter DBE commitment and payment information in the Florida Department of Transportation Equal Opportunity Compliance (EOC) system. The Consultant shall request access to the EOC system using Form No. 275-021-30.

O. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

P. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS For PROFESSIONAL SERVICES CONTRACTS

Q. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

R. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

S. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

Name of Consultant: Patel, Greene and Associates, LLC

By: Gordon Greene, PE Date: 05/11/2023

Authorized Signature:

Title: Executive Vice President

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DBE BID PACKAGE INFORMATION

275-030-11
EQUAL OPPORTUNITY OFFICE
09/19
Page 1 of 2

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.65% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information.

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs.**

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is: https://www.fdot.gov/equalopportunity/eoc.shtm.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DBE BID PACKAGE INFORMATION

275-030-11
EQUAL OPPORTUNITY OFFICE
09/19
Page 2 of 2

DBE/AA Plans

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "___" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us.**

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

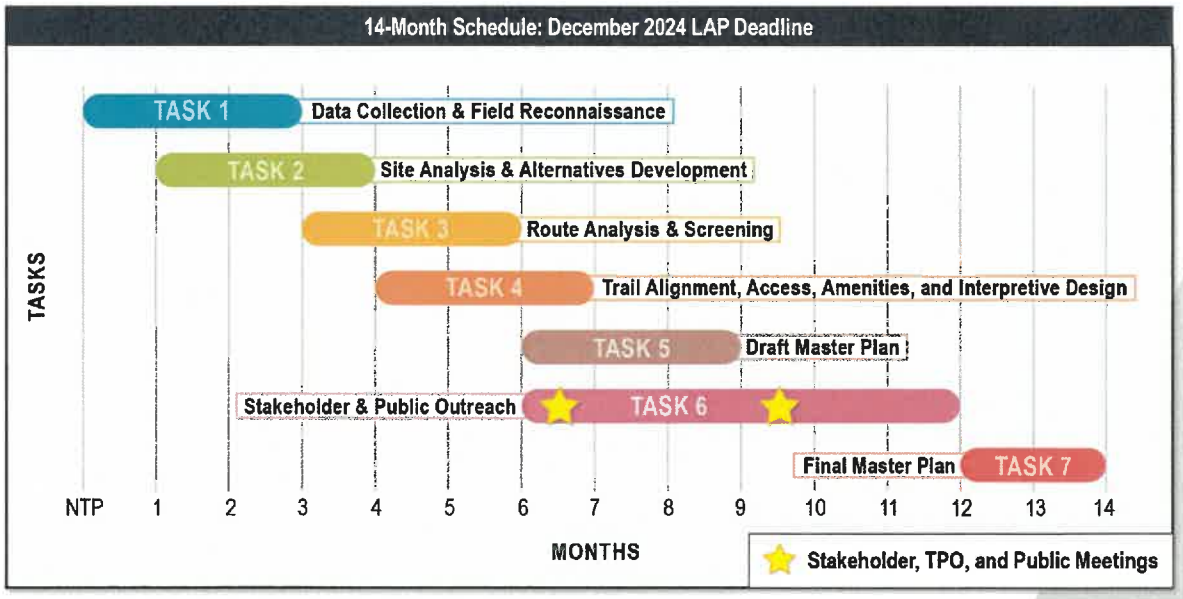
Division Breakdown By User License (87)		
Division	**Users**	**Active**
Accounts Payable Manager (1)	Brenda Dorris	1
Building (2)	Nancy Flores	1
Clerk of Courts (2)	Kelly McInnis	1
	Erin Valle	1
Code Enforcement (1)	Tanya Tucker	1
Communications (1)	Cynthia Goss	1
County Atty (1)	Lisa Conran	1
Elections Office (1)	Casondra Oneal	1
Emergency Management (1)	Orlando Morales	1
Facilities Management (4)	Penny Hollad	1
	Reyna Kassman	1
	Courtney Phillips	1
	Kaylee Campbell	1
Fire Rescue (5)	Elaine Stogner	1
	Daniel Thompson	1
	Hezedean Smith	1
Fleet Management (1)	Melissa Lowery	1
Human Resources (2)	Leah Wilson	1
Information Technology (2)	Megan Goding	1
	Jessica Lopez	1
Parks & Natural Resources (8)	Brandi Kennedy	1
	Brandy Gray	1
	Timothy Gibson	1
	Fashawnna Mobley	1
	Angel Whitaker	1
	Brenda Dukeesherer	1
	Jennifer Leidinger	1
	Cathleen Weaver	1
Procurement (13)	Fran McAskill	1
	Michele Sims	1
	Tierra Taylor	1
	Mike Baselice	1
	Ken Brush	1
	Ari Goldstein	1
	Michael Guerrero	1
	Brad Howard	1
	Danielle Rose	1
	Tabatha Shirah	1
	Patricia Stevenson	1
Real Estate Services (3)	Heather Fuentes	1
	Wade Allen	1
	Scott Lowery	1
Risk Management (3)	Steve Laureano-Noriega	1
	Mitch St. Jean	1
	Michael Latner	1
	Cassie Bridges	1
	Deldrion Peterson	1
	Stacey Taylor	1
	Sandra Ussery	1
	Travis Williams	1

Roads & Drainage/ Transportation (14)	Katia Delgado	1
	Kyraen Kuhn	1
	Sandra LaMay	1
	Kathy McKinnon	1
	Austin Potts	1
	Gloria Reyes	1
	Pamela Burnsed	1
	Julia Schroeder	1
Tourism and Sports (1)	Lisa Rizer	1
Utilities (11)	Krystal Azzarella	1
	Jason Jennings	1
	Terry Marvin	1
	Eriv Phillips	1
	Andra Rodgers	1
	Mary Castle Watkins	1
	Amy Newton	1
	Debi Abernathy	1
	John Story	1
	Stacey Jamieson	1
	Erin Berube	1
W&R (5)	Juanita Cobb	1
	Brian Cogswell	1
	Beau McCall	1
	Maria Romero	1
Court Services (1)	Tina Seymour	1
Budget (1)		
Land Development (1)	Kayla McKean	1
Cooperative Extension Services (1)		
Health & Human Services (2)	Kellie Brower	1
	Kelly Carter	1
	Total	**78**
	1 Conga Users Active that don't count towards total:	79

Revised 8.11.23 -TS

SCOPE & SCHEDULE

Exhibit "Aiii"



PGA Fee Proposal for RFP 23-197: Lake Hancock Trails Master Plan

August 10, 2023

Tasks	Description	Labor Hours	Labor Costs	Task % of total budget
Task 1 - Data Collection & Field Reconnaissance				
1.a.	Hold kick off meeting	16	$3,190	1%
1.b.	Hold bi-weekly update meetings	32	$5,710	2%
1.c.	Gather and analyze documents and data	164	$20,480	8%
1.d.	Conduct field reconnaissance	86	$11,500	5%
1.e.	Prepare Tech Memo #1	50	$7,630	3%
	Task Totals	348	**$48,510**	**19.4%**
Task 2 - Site Analysis & Alternatives Development				
2.a.	Hold bi-weekly update meetings	26	$5,290	2%
2.b.	Create trail benefits/best practices presentation	50	$7,690	3%
2.c.	Create base map of existing conditions	70	$10,840	4%
2.d.	Create alternatives map	62	$10,930	4%
2.e.	Prepare Tech Memo #2	24	$4,130	2%
	Task Totals	232	**$38,880**	**15.6%**
Task 3 - Route Analysis & Screening				
3.a.	Hold bi-weekly update meetings	22	$4,460	2%
3.b.	Screen alternatives	80	$12,150	5%
3.c.	Prepare land parcel inventory	112	$15,430	6%
3.d.	Prepare Tech Memo #3	26	$5,200	2%
	Task Totals	240	**$37,240**	**14.9%**
Task 4 - Trail Alignment, Access, Amenities, and Interpretive Design				
4.a.	Hold bi-weekly update meetings	16	$3,520	1%
4.b.	Develop amenities & design guidance	124	$23,060	9%
4.c.	Develop preferred alignment design	108	$21,060	8%
4.d.	Prepare Tech Memo #4	8	$1,640	1%
	Task Totals	256	**$49,280**	**19.7%**
Task 5 - Draft Master Plan				
5.a.	Hold bi-weekly update meetings	14	$3,070	1%
5.b.	Create design renderings	86	$16,710	7%
5.c.	Prepare Draft EC & Master Plan	94	$16,000	6%
5.d.	Create large Format Map	28	$4,780	2%
	Task Totals	222	**$40,560**	**16.2%**
Task 6 - Stakeholder & Public Outreach				
6.a.	Hold bi-weekly update meetings	34	$6,970	3%
6.b.	Conduct stakeholder meetings	26	$4,890	2%
6.c.	Prepare presentation, video, online content	36	$6,420	3%
6.d.	Conduct public meeting	34	$5,730	2%
	Task Totals	130	**$24,010**	**9.6%**
Task 7 - Final Master Plan				
7.a.	Hold bi-weekly update meetings	10	$2,250	1%
7.b.	Prepare Final Master Plan	46	$9,000	4%
	Task Totals	56	**$11,250**	**4.5%**
	Totals for all Tasks	1,484	$249,730	100.0%

Exhibit C - Fee Schedule

Patel, Greene, and Associates, LLC

August 8, 2023

Polk County Procurement Division
Attn: Danielle Rose, Sr. Procurement Analyst
330 West Church Street, Room 150
Bartow, FL 33830

Project: RFP 23-197; Services for Lake Hancock Multiuse Trail Connection - LAP

Dear Ms. Rose,
Please see our schedule of billing rates for the above referenced project.

Schedule of Rates

		Direct Labor	Overhead	FCCM	Exp	Operating Margin
Multiplier:	300.535%	100.00%	159.02%	0.775%	0.74%	40%

Classification	Range of Direct Labor Rates	Range of Loaded Hourly Rates
Chief Engineer 1	$79.00 - $97.90	$237.42 - $294.22
Chief Engineer 2	$83.50 - $91.85	$250.95 - $276.04
Chief Planner	$67.00 - $73.70	$201.36 - $221.49
Engineer 2	$57.00 - $64.35	$171.30 - $193.39
Engineering Intern	$37.00 - $44.00	$111.20 - $132.24
Graphic Designer	$33.75 - $37.13	$101.43 - $111.57
Landscape Designer/Landscape Planner	$32.50 - $35.75	$97.67 - $107.44
Planner	$38.50 - $42.35	$115.71 - $127.28
Project Manager 3	$53.00 - $96.80	$159.28 - $290.92
Senior Engineer 1	$67.00 - $73.70	$201.36 - $221.49
Senior Landscape Architect	$57.50 - $63.25	$172.81 - $190.09
Senior Planner	$60.00 - $70.40	$180.32 - $211.58

Please review and let us know if you need any other information.
Regards,

Hiren M. Patel, PE
President

215 East Main Street
Bartow, Florida 33830
Office: 863-533-7317
www.patelgreene.com

Florida Department of Transportation

RON DESANTIS
GOVERNOR

JARED W. PERDUE, P.E.
SECRETARY

July 17, 2023

Hiren Patel, President
PATEL, GREENE AND ASSOCIATES, LLC
12570 Telecom Drive
Temple Terrace, Florida 33637

Dear Mr. Patel:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 2 - Project Development and Environmental (PD&E) Studies

Group 3 - Highway Design - Roadway

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design
- 3.3 - Controlled Access Highway Design

Group 4 - Highway Design - Bridges

- 4.1.1 - Miscellaneous Structures
- 4.1.2 - Minor Bridge Design
- 4.2.1 - Major Bridge Design - Concrete
- 4.2.2 - Major Bridge Design - Steel

Group 5 - Bridge Inspection

- 5.4 - Bridge Load Rating

Group 6 - Traffic Engineering and Operations Studies

- 6.1 - Traffic Engineering Studies
- 6.2 - Traffic Signal Timing
- 6.3.1 - Intelligent Transportation Systems Analysis and Design
- 6.3.2 - Intelligent Transportation Systems Implementation
- 6.3.3 - Intelligent Transportation Traffic Engineering Systems Communications

Group 7 - Traffic Operations Design

- 7.1 - Signing, Pavement Marking and Channelization
- 7.2 - Lighting
- 7.3 - Signalization

Group 10 - Construction Engineering Inspection

10.1 - Roadway Construction Engineering Inspection
10.3 - Construction Materials Inspection

Group 11 - Engineering Contract Administration and Management

Group 13 - Planning

13.3 - Policy Planning
13.4 - Systems Planning
13.5 - Subarea/Corridor Planning
13.6 - Land Planning/Engineering

Group 15 - Landscape Architect

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2024, for contracting purposes.

Approved Rates

Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense
159.02%	132.78%	0.775%	Reimbursed	No	0.74%	7.95%*

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell
Professional Services
Qualification Administrator

AECOM
7650 West Courtney Campbell Causeway
Tampa, FL 33607
aecom.com

August 8, 2023

Polk County Procurement Division
Attn: Danielle Rose, Sr. Procurement Analyst
330 West Church Street, Room 150
Bartow, FL 33830

RFP: 23-197; Services for Lake Hancock Multiuse Trail Connection - LAP

Please see AECOM's schedule of billing rates for the above referenced project.

Schedule of Rates

		Direct Labor	Overhead	FCCM	Exp	Operating Margin
Multiplier:	**2.6881**	100.00%	123.50%	0.00%	9.55%	16.00%*

*Operating Margin applied to Direct Labor and Overhead.

AECOM Table of Classifications and Rates

Classification	Range of Direct Labor Rates		Range of Loaded Hourly Rates	
Principal	$100.00	$135.00	$269.00	$364.00
Project Manager	$80.00	$120.00	$202.00	$323.00
Chief Engineer	$95.00	$115.00	$256.00	$310.00
Senior Engineer	$70.00	$100.00	$189.00	$269.00
Project Engineer	$45.00	$65.00	$122.00	$175.00
Engineer	$35.00	$48.00	$95.00	$130.00
Senior Planner	$55.00	$75.00	$148.00	$202.00
Planner	$30.00	$45.00	$81.00	$122.00
Senior Landscape Architect	$40.00	$65.00	$108.00	$175.00
Landscape Architect	$30.00	$50.00	$81.00	$135.00
Senior Architect	$45.00	$65.00	$122.00	$175.00
Architect	$38.00	$50.00	$103.00	$135.00
GIS Specialist	$30.00	$60.00	$81.00	$162.00
GIS Technician	$25.00	$40.00	$68.00	$108.00
Senior Environmental Scientist	$40.00	$60.00	$108.00	$162.00

AECOM

Environmental Scientist	$25.00	$45.00	$68.00	$122.00
CEI Senior Inspector	$55.00	$75.00	$148.00	$202.00
CEI Inspector	$20.00	$55.00	$54.00	$148.00
Senior Cost/Specification Specialist	$55.00	$80.00	$148.00	$216.00
Cost/Specification Specialist	$40.00	$60.00	$108.00	$162.00
Structural Technician	$35.00	$60.00	$95.00	$162.00
Senior Technician	$25.00	$50.00	$68.00	$135.00
Technician	$23.00	$38.00	$62.00	$103.00
Document Production Specialist	$20.00	$36.00	$54.00	$97.00
Senior Creative Imaging Technician	$40.00	$95.00	$108.00	$256.00
Creative Imaging Technician	$25.00	$45.00	$68.00	$122.00
Secretary/Clerical	$21.00	$40.00	$57.00	$108.00

Sincerely,
AECOM Technical Services, Inc.

M. Janet Everett, PE
Vice President, Florida Transportation State Lead

AECOM

Attachments:

FDOT Prequalification Letter Dated August 7, 2023

Florida Department of Transportation

RON DESANTIS
GOVERNOR

JARED W. PERDUE, P.E.
SECRETARY

August 7, 2023

M. Janet Everett, Vice President Operations Leader
AECOM TECHNICAL SERVICES, INC.
150 North Orange Avenue, Suite 200
Orlando, Florida 32801

Dear Ms. Everett:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 2 - Project Development and Environmental (PD&E) Studies

Group 3 - Highway Design - Roadway

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design
- 3.3 - Controlled Access Highway Design

Group 4 - Highway Design - Bridges

- 4.1.1 - Miscellaneous Structures
- 4.1.2 - Minor Bridge Design
- 4.2.1 - Major Bridge Design - Concrete
- 4.2.2 - Major Bridge Design - Steel
- 4.2.3 - Major Bridge Design - Segmental
- 4.3.1 - Complex Bridge Design - Concrete
- 4.3.2 - Complex Bridge Design – Steel
- 4.4 - Movable Span Bridge Design

Group 5 - Bridge Inspection

- 5.1 - Conventional Bridge Inspection
- 5.2 - Movable Bridge Inspection
- 5.3 - Complex Bridge Inspection
- 5.4 - Bridge Load Rating

Group 6 - Traffic Engineering and Operations Studies

- 6.1 - Traffic Engineering Studies
- 6.2 - Traffic Signal Timing
- 6.3.1 - Intelligent Transportation Systems Analysis and Design
- 6.3.2 - Intelligent Transportation Systems Implementation
- 6.3.3 - Intelligent Transportation Traffic Engineering Systems Communications
- 6.3.4 - Intelligent Transportation Systems Software Development

Group 7 - Traffic Operations Design

7.1 - Signing, Pavement Marking and Channelization
7.2 - Lighting
7.3 - Signalization

Group 9 - Soil Exploration, Material Testing and Foundations

9.1 - Soil Exploration
9.4.1 - Standard Foundation Studies

Group 10 - Construction Engineering Inspection

10.1 - Roadway Construction Engineering Inspection
10.3 - Construction Materials Inspection
10.4 - Minor Bridge & Miscellaneous Structures CEI
10.5.1 - Major Bridge CEI - Concrete
10.5.2 - Major Bridge CEI - Steel

Group 11 - Engineering Contract Administration and Management

Group 13 - Planning

13.3 - Policy Planning
13.4 - Systems Planning
13.5 - Subarea/Corridor Planning
13.6 - Land Planning/Engineering
13.7 - Transportation Statistics

Group 14 - Architect

Group 15 - Landscape Architect

Group 21 - Acquisition, Negotiation, Closing, and Order of Taking

Group 24 - Acquisition Relocation Assistance

Group 25 - Right of Way Clearing and Leasing

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until April 1, 2024, for contracting purposes.

Approved Rates

Home/ Branch Overhead	Field Overhead	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense
123.50%	102.64%	Excluded	No	9.55%	11.52%*

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell
Professional Services
Qualification Administrator

CIVILSURV
A Tradition of Innovative Engineering

August 7, 2023

Polk County Procurement Division
Attn: Danielle Rose, Sr. Procurement Analyst
330 West Church Street, Room 150
Bartow, FL 33830

Project: RFP 23-197; Services for Lake Hancock Multiuse Trail Connection - LAP

Please see our schedule of billing rates for the above referenced project.

Schedule of Rates

		Direct Labor	Overhead	FCCM	Exp	Operating Margin
Multiplier:	277.93%	100.00%	133.86%	0.450%	11.62%	32.00%

Classification	Range of Direct Labor Rates	Range of Loaded Labor Rates
SUR Chief Surveyor	$57.00 - $90.00	$158.42 - $250.14
SUR Crew Chief	$24.50 - $40.00	$68.09 - $111.17
SUR Instrument Operator	$17.50 - $23.00	$48.64 - $63.92
SUR Rod Person	$15.00 - $17.50	$41.69 - $48.640
SUR SUE Tech 2	$21.00 - $25.00	$58.36 - $69.48
SUR SUE Tech 3	$22.00 - $30.00	$61.14 - $83.38
SUR Survey/GIS/SUE Analyst 3	$31.50 - $65.00	$87.48 - $180.65
SUR Surveyor	$66.00 - $76.00	$183.43 - $211.23
Utility Coordinator	$35.00 - $50.00	$97.27 - $138.97
2 Person Survey Crew	$45.00 - $65.00	$125.07 - $180.65
3 Person Survey Crew	$60.00 - $85.00	$166.76 - $236.24
Specialty Survey Crew	$75.00 - $120.00	$208.45 - $333.52
3 Person SUE Crew	$65.00 - $95.00	$180.65 - $264.03
4 Person SUE Crew	$90.00 - $125.00	$250.14 - $347.41

Kenneth T. Glass, P.S.M.
Vice President

FDOT
Florida Department of Transportation
RON DESANTIS
GOVERNOR
605 Suwannee Street
Tallahassee, FL 32399-0450
JARED W. PERDUE, P.E.
SECRETARY

July 12, 2023

Craig Fuller, President
CIVILSURV DESIGN GROUP, INC.
2525 Drane Field Road, Suite 7
Lakeland, Florida 33811

Dear Mr. Fuller:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 3 - Highway Design - Roadway

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design

Group 6 - Traffic Engineering and Operations Studies

- 6.1 - Traffic Engineering Studies
- 6.2 - Traffic Signal Timing

Group 7 - Traffic Operations Design

- 7.1 - Signing, Pavement Marking and Channelization
- 7.2 - Lighting
- 7.3 - Signalization

Group 8 - Survey and Mapping

- 8.1 - Control Surveying
- 8.2 - Design, Right of Way & Construction Surveying
- 8.4 - Right of Way Mapping

Group 10 - Construction Engineering Inspection

- 10.1 - Roadway Construction Engineering Inspection
- 10.3 - Construction Materials Inspection

Group 13 - Planning

- 13.6 - Land Planning/Engineering

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2024, for contracting purposes.

Approved Rates

Home/ Branch Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense
133.86%	0.450%	Reimbursed	No	11.62%

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell
Professional Services
Qualification Administrator

August 7, 2023

Polk County Procurement Division
Attn: Danielle Rose, Sr. Procurement Analyst
330 West Church Street, Room 150
Bartow, FL 33830

Project: RFP 23-197; Services for Lake Hancock Multiuse Trail Connection - LAP

Please see our schedule of billing rates for the above referenced project.

Schedule of Rates

		Direct Labor	Overhead	FCCM	Exp	Operating Margin
Multiplier:	325.880%	100.00%	129.34%	00.14%	56.40%	40%

Classification	Range of Direct Labor Rates	Range of Loaded Hourly Rates
Archaeologist	$28.73-$32.70	$93.63-$106.56
Chief Archaeologist	$37.32-$68.87	$121.62-$224.43
GIS Specialist	$26.93-$36.57	$87.76-$119.17
Scientist (Historian)	$27.89-$32.70	$90.89-$106.56
Secretary/Clerical	$27.25-$44.57	$88.80-$145.24
Senior Archaeologist	$31.37-$47.53	$102.23-$154.89
Senior Scientist (Architectural Historian)	$37.50-$53.85	$122.21-$175.49

Jeff Do

From: Owens, Jeffrey <Jeffrey.Owens@dot.state.fl.us>
Sent: Tuesday, February 28, 2023 10:02 AM
To: Jeff Do
Cc: Kell, Carliayn; Cook, Jonathan; Walls, Kelly
Subject: Southeastern Archaeological Research, Inc. - approval memo for FYE 12/31/22

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

This Office has completed a review of the audit report information submitted by Southeastern Archaeological Research, Inc. for the period ending December 31, 2022. The rates we have accepted are listed below. This approval allows the Consultant to pursue contracts in excess of the $500,000 threshold. ***This Firm is not a Professional Services Firm as defined by Rule Chapter 14-75.***

REVIEW OF AUDIT REPORT

CONSULTANT NAME	Southeastern Archaeological Research, Inc.	*F/Y Ended*	12/31/22	*Rate Expiration Date*	7/1/24
CPA'S NAME	Thomas W Maxwell, CPA	*DATE of RECEIPT*	2/28/23	*AUDIT DATE*	2/23/23

REPORT STATUS

ACCEPTED	*REJECTED*	*OT PREMIUM*	*Reimb. Actual Expenses*
X		Reimbursed (Excl or Reimb)	NO

COST BASED RATES

OVERHEAD		DIRECT EXPENSE			
Home	*Field*	*Home*	** Field*	*FCCM*	*Published Fee Schedule*
129.34%		56.40%		0.140%	NO

Jeffrey B. Owens
Procurement Office
Florida Department of Transportation
850-414-4539
jeffrey.owens@dot.state.fl.us

Please note that Florida has a broad public records law and that all correspondence, including e-mail, may be subject to disclosure. However, Indirect Cost Rate information is protected by Title 23 U.S. Code 112.

Are you doing your part for Florida? Report FRAUD... 1-800-255-8099! With your help, we all benefit.

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 D

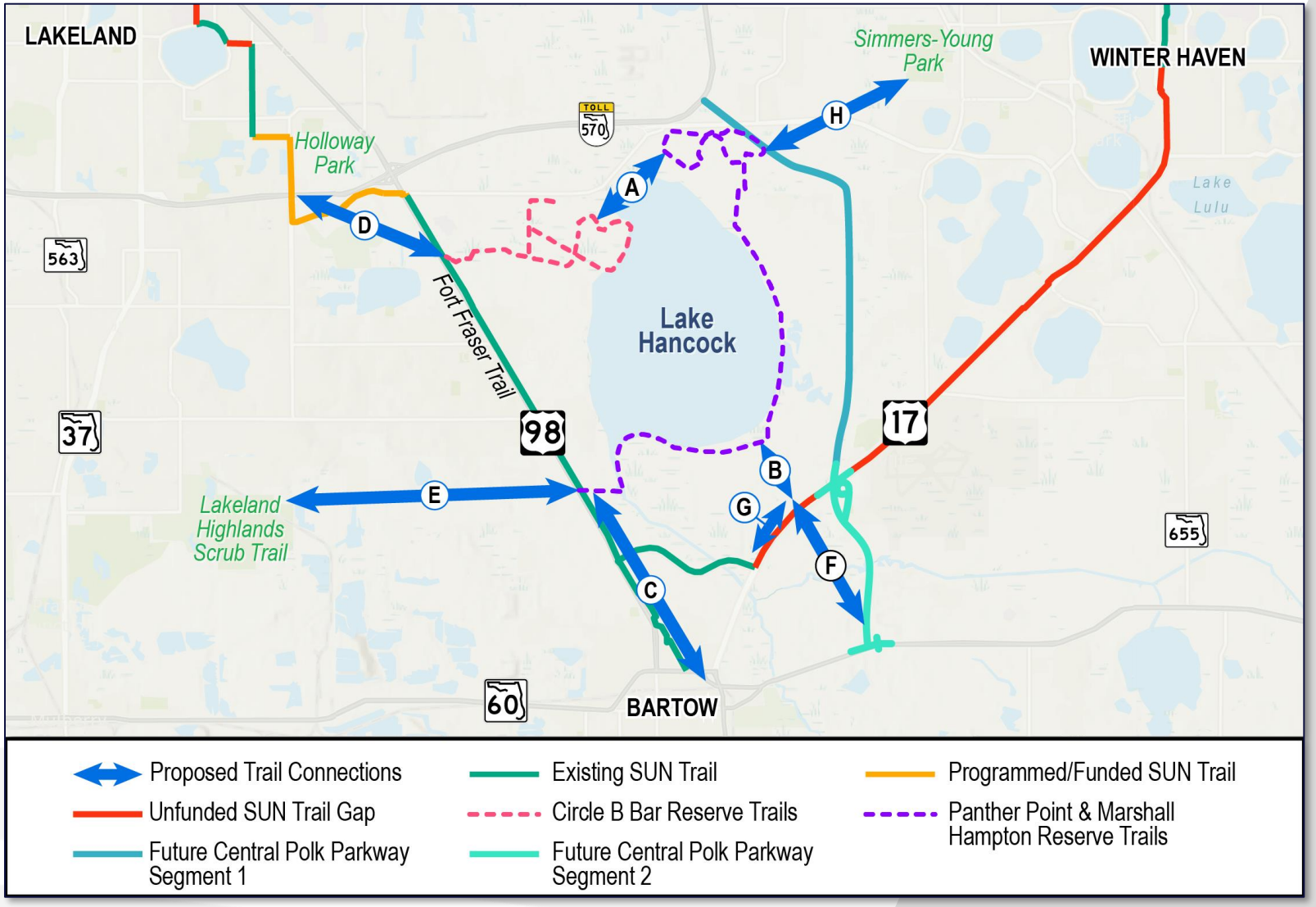
Board of County Commissioners

REIMBURSABLE COST SCHEDULE

1.	Reproduction Cost		
	A. Regular Copying	Single Side	Double Sided
	8 ½ x 11 (black & white)	$ 0.15/page	$ 0.25/sheet
	8 ½ x 11 (color)	$ 0.30/page	$ 0.40/sheet
	8 ½ x 14 (black & white)	$ 0.15/page	$ 0.25/sheet
	8 ½ x 14 (color)	$ 0.30/page	$..0.40/sheet
	11 x 17 (black & white)	$ 0.25/page	$ 0.35/sheet
	11 x 17 (color)	$ 0.40/page	$ 0.50/sheet
	9 ½ x 24 Single Side Only	$ 1.00/page	
	17 x 22 Single Side Only	$ 2.00/page	
	18 x 24 Single Side Only	$ 2.00/page	
	24 x 36 Single Side Only	$ 3.00/page	
	30 x 30 Single Side Only	$ 5.00/page	
	32 x 34 Single Side Only	$ 5.00/page	
	Other sizes-per square inch	$ 0.03/page	
	Compact Digital Disk	$ 6.00/disk	
	B. Blueprint Copy		$10.00/page
2.	Subcontractor Services		Actual Costs
3.	Special Consultants		Actual costs
4.	Computer Services		Non-reimbursable
5.	Travel Expenses		In accordance with Chapter 112.061, F.S.; and further defined in the Polk County Employee Handbook.
6.	Postage, Fed Express, UPS		Actual Costs
7.	Pre-approved Equipment (includes purchase and rental of equipment used in project)		Actual Costs

TRAIL NETWORK CONNECTIONS

- **Underway**
  - C – SR 60 Overpass
  - D – Lakeland Connector
  - F – Central Polk Parkway
- **Opportunities**
  - A – Complete the Loop
  - B – Panther Point Connector
  - G – Ernest Smith Connector
- **Legacy Connections**
  - E – Highlands Connector
  - H – Winter Haven Connector



Polk County

Board of County Commissioners

Agenda Item R.33. 11/7/2023

SUBJECT

Request Board approve selection committee's recommendation to authorize staff to enter into contract negotiations with Madrid CPWG for professional engineering services for the Crystal Lake Boardwalk. (No fiscal impact)

DESCRIPTION

Parks and Natural Resources requested Procurement solicit proposals for the purpose of conducting a structural examination of the deteriorating boardwalk at Crystal Lake Park, documenting its current condition, and providing recommendations for repairs or replacements. The boardwalk, located at 2500 North Crystal Lake Drive in Lakeland, has been in use for over ten years and is exhibiting signs of significant rotting, compromising its safety and functionality. This project will ensure the longevity and safety of this vital community asset. The county received Community Development Block Grant (CDBG) funds for this project.

Request for Proposal (RFP) 23-572, Structural Professional Engineering Services for Crystal Lake Park Boardwalk was issued, and only one firm submitted a proposal, Madrid CPWG. The selection committee met on Tuesday, October 17, 2023, to evaluate and score the proposal. After scoring, the consensus of the selection committee was to request the Board authorize staff enter into contract negotiations with Madrid CPWG.

A recommendation of award was posted, and no protests were received.

RECOMMENDATION

Request Board approve the selection committee's recommendation and authorize staff to enter into contract negotiations, with Madrid CPWG of Bartow, FL, for RFP 23-572, Structural Professional Engineering Services for Crystal Lake Park Boardwalk.

FISCAL IMPACT

There is no fiscal impact during negotiations.

CONTACT INFORMATION

Danielle Rose
Sr. Procurement Analyst
Procurement
(863) 534-7593
daniellerose@polk-county.net

Agenda Item R.34. 11/7/2023

SUBJECT

Request Board approve selection committee's recommendation to authorize staff to enter into contract negotiations with Bern Kinard Auctioneer, Inc. for Gator Creek Grazing Lease. (No fiscal impact)

DESCRIPTION

Gator Creek Reserve, located at 9305 Hall Road Lakeland, FL 33809 is part of the County's Environmental Lands Program (ELP). The ELP, approved by voters in November 1994, provides for the acquisition, preservation, protection, management and restoration of environmentally sensitive lands, water resources and important wildlife. Gator Creek Reserve has areas that are scheduled for future restoration, however, until this occurs grazing is being utilized as a beneficial restoration management tool.

The Parks and Natural Resources Division requested Procurement solicit proposals from qualified vendors to lease 750 acres of land within Gator Creek Reserve for cattle grazing purposes. The grazing lease assists the County with stewardship and maintenance of designated areas not currently being used for recreational purposes and provides revenue to offset the maintenance and management of the property. Grazing activities will not restrict the movement of wildlife or interfere with the recreational use of the property not included in the leased area.

Request for Proposal (RFP) 23-364, Gator Creek Grazing Lease was issued, and two vendors submitted proposals. The selection committee met on September 21, 2023, to evaluate and score the proposals. Both vendors were elevated for interviews. On October 5, 2023, the selection committee conducted interviews and received presentations from both vendors. After the interviews, the consensus of the selection committee was to request the Board authorize staff to enter into contract negotiations with all proposers, starting with the highest ranked proposer, Bern Kinard Auctioneer, Inc.

The following is a listing of the firms and their rankings:

Proposer	City	Rank
Bern Kinard Auctioneer, Inc.	Lakeland, FL	1
Double H Bar Cattle LLC	Kathleen, FL	2

A recommendation to award was posted, and no protests were received.

RECOMMENDATION

Request Board approve the selection committee's recommendation and authorize staff to enter into contract negotiations with Bern Kinard Auctioneer, Inc. of Lakeland for RFP 23-364, Gator Creek

Grazing Lease.

FISCAL IMPACT

There is no fiscal impact during negotiations.

CONTACT INFORMATION

Danielle Rose
Procurement Analyst
(863) 534-7593
daniellerose@polk-county.net

Polk County

Board of County Commissioners

Agenda Item R.35. 11/7/2023

SUBJECT

Approve the transfer of reserve for FY22/23 from the Fire Impact Fee Funds (One time transfer of $1,061,000)

DESCRIPTION

For FY22/23 the Fire Impact Fee Fund incurred cost greater than budgeted capital expense related to the delay in receiving the Tenders for the new Winston Creek and Moore Road stations and an Engine for Moore Road station that were ordered in 2021 and received Q2 FY2023.

Therefore, a one-time transfer from the Fire Impact Fee reserves is being requested to cover the cost of the two Tenders and one Engine.

RECOMMENDATION

Request Board approve transfer of $1,061,000 from the Fire Impact Fee reserves to the capital budget.

FISCAL IMPACT

Funding is available for transfer in the Fire Impact Fee fund.

CONTACT INFORMATION

Hezedean Smith
hezedeansmith@polk-county.net <mailto:hezedeansmith@polk-county.net>
863-534-

CIP BUDGET AMENDMENT REQUEST

Date 10/24/2023
Parent Fund Fire Impact Fees
Division Fire Rescue
Department Public Safety

Request for the following transfer be made for the reason(s) stated:

	Amount **FROM**	Fund	Cost Center	Account	Project	Area	TBD
	$ 1,061,000	12261	290524069	5998140	0000000	00	0000000
	$						
	$						
	$						
	$						
	$						
	$						
	$						
TOTAL	$ 1,061,000						

	Amount **TO**	Fund	Cost Center	Account	Project	Area	TBD
	$ 1,061,000	12261	290524128	5666000	0000000	00	000000
	$						
	$						
	$						
	$						
	$						
	$						
	$						
TOTAL	$ 1,061,000						

JUSTIFICATION (attach additional back-up as necessary)
Due to the delay in receiving the 2 tenders (one for Winston Creek and Moore Road) and the one egine for Moore Rd we need to move funds in the amount of $1,061,000 from reserves to cover the capital expense in FY23. These trucks were budgeted and ordered in FY21/22.

X Hezedean Smith
Hezedean Smith
Fire Cheif
Division Director

Department Director Hezedean Smith, Fire Chief

Recommended or not recommended by _____
(Budget & Management Services) (Date)

Reason

APPROVED / NOT APPROVED
Board of County Commissioners/County Management _____
(Date)

Requesting Department or Division: FORWARD TO BUDGET & MANAGEMENT SERVICES

1183

(Rev. 09-07)

Polk County

Board of County Commissioners

Agenda Item R.36. 11/7/2023

SUBJECT

Approve the contract between Lexipol and Polk County, a political subdivision of the State of Florida through the Polk County Fire Rescue Division for Fire/EMS Policy Manual & Daily Training Bulletins. The first-year one-time fee of $76,541.50, a second-year one-time fee of $27,391.35, and an estimated $34,945.75 annual expense for three years.

DESCRIPTION

The contract with Lexipol will include a 3-year subscription and implementation. The first-year total subscription includes the annual subscription of $34,945.75 and the Implementation fee of $76,541.50. The second-year total includes the annual subscription of $34,945.75 and the final implementation fee of $27,391.35. The third-year fee is for the annual subscription of $34,945.75. Lexipol will provide an annual Fire/EMS policy manual and daily training bulletins.

RECOMMENDATION

Approval of the three- year contract between Lexipol and Polk County.

FISCAL IMPACT

Fiscal Impact Fire. Funds are budgeted in Polk County Fire Rescue Fire Fund (12191) and Emergency Medical General Fund (00101).

CONTACT INFORMATION

Hezedean Smith
863-519-7362
hezedeansmith@polk-county.net

LEXIPOL

MASTER SERVICE AGREEMENT

Agency's Name:	Polk County, a political subdivision of the State of Florida through the Polk County Fire Rescue Division
Agency's Address:	1295 Brice Blvd Bartow, Florida 33830
Agency's Sourcewell Member ID:	24566
Attention:	Chief Hezedean Smith
Sales Rep:	Tony Farrell
Lexipol's Address:	2611 Internet Boulevard, Suite 100 Frisco, Texas 75034
Effective Date:	_____ (to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency"). This Agreement consists of:

(a) this **Cover Sheet**
(b) **Exhibit A** - Selected Services and Associated Fees
(c) **Exhibit B** - Terms and Conditions of Service

This Agreement is entered into subject to the terms and conditions contained in **Sourcewell Contract Number 011822-LXP (the Sourcewell Contract)**. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions set forth in the Sourcewell Contract, the terms and conditions of the Sourcewell Contract shall control.

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Polk County, a political subdivision of the State of

Florida through the Polk County Fire Rescue Division

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

Lexipol, LLC

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Annual Subscription with Implementation

QTY	DESCRIPTION	UNIT PRICE	SOURCEWELL DISC	DISC AMT	EXTENDED
1	Annual Fire/EMS Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/Fire Operations Procedures (12 Months)	USD 36,785.00	5%	USD 1,839.25	USD 34,945.75
	Subscription Line Items Total			**USD 1,839.25**	**USD 34,945.75**
1	Fire/EMS Agency-Specific Content Extraction	USD 13,367.00	5%	USD 668.35	USD 12,698.65
1	Fire/EMS Standard Policy Cross-Reference	USD 13,323.00	5%	USD 666.15	USD 12,656.85
1	Fire/EMS Tier I Implementation	USD 25,438.00	5%	USD 1,271.90	USD 24,166.10
1	Fire/EMS Tier II Implementation	USD 28,442.00	5%	USD 1,422.10	USD 27,019.90
	One-Time Line Items Total			**USD 4,028.50**	**USD 76,541.50**
				USD 5,867.75	**USD 111,487.25**

Annual Subscription with Implementation Sourcewell Discount:	USD 5,867.75
Annual Subscription with Implementation TOTAL:	USD 111,487.25

Year 2 Annual Subscription

QTY	DESCRIPTION	UNIT PRICE	SOURCEWELL DISC	DISC AMT	EXTENDED
1	Annual Fire/EMS Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/Fire Operations Procedures (12 Months)	USD 36,785.00	5%	USD 1,839.25	USD 34,945.75
	Subscription Line Items Total			**USD 1,839.25**	**USD 34,945.75**
1	Fire/EMS Tier III Implementation	USD 28,833.00	5%	USD 1,441.65	USD 27,391.35
	One-Time Line Items Total			**USD 1,441.65**	**USD 27,391.35**
				USD 3,280.90	**USD 62,337.10**

Year 2 Annual Subscription Sourcewell Discount:	USD 3,280.90
Year 2 Annual Subscription TOTAL:	USD 62,337.10

Year 3 Annual Subscription

QTY	DESCRIPTION	UNIT PRICE	SOURCEWELL DISC	DISC AMT	EXTENDED
1	Annual Fire/EMS Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/Fire Operations Procedures (12	USD 36,785.00	5%	USD 1,839.25	USD 34,945.75
	Subscription Line Items Total			**USD 1,839.25**	**USD 34,945.75**
				USD 1,839.25	**USD 34,945.75**

Year 3 Annual Subscription Sourcewell Discount:	USD 1,839.25
Year 3 Annual Subscription TOTAL:	USD 34,945.75

*Fire pricing is based on 700 Fire Authorized Staff.

Discount Notes
5% Sourcewell

Notes
Lexipol will invoice for an initial amount of $55,743.62 and again six months into the subscription term for the remaining $55,743.62 for the remaining balance of the initial term. There will be no increase in subscription cost for the full 3-year term of this agreement. The price per person for this subscription is $49.92 each.

Exhibit B
Terms and Conditions of Service

These Terms and Conditions of Service (the "Terms") govern the rights and obligations of Lexipol and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a "party" and collectively as the "parties."

1. Definitions. Each of the following capitalized terms will have the meaning included in this Section 1. Other capitalized terms are defined within their respective sections, below.

1.1 "Agency" means the department, agency, office, organization, company, or other entity purchasing and/or otherwise subscribing to the Lexipol Services set forth in Exhibit A.

1.2 "Agency Data" means data, information, and content owned by Agency prior to the Effective Date, or which Agency provides during the Term of this Agreement for purposes of identifying authorized users, confirming agency or department information, or other purposes that are ancillary to receipt of the Service.

1.3 "Agreement" means the combination of the cover sheet (signature page); Exhibit A ("Selected Services and Associated Fees"); this Exhibit B; and any other documents attached hereto and expressly incorporated herein by reference.

1.4 "Effective Date" means the date specified on the cover sheet (signature page), or as otherwise expressly set forth and agreed upon by Lexipol and Agency in a writing and defined as the "Effective Date."

1.5 "Initial Term" means the period commencing on the Effective Date and continuing for the length of time indicated on Exhibit A. If not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.6 "Lexipol Content" means all content in any format including but not limited to: written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.7 "Services" means all products and services, including but not limited to all software subscriptions, professional services, and ancillary support services, as may be offered by Lexipol and/or its affiliates from time to time.

2. Term; Renewal. This Agreement becomes enforceable upon signature by Agency's authorized representative, with an Effective Date as indicated on the cover page. Unless expressly stated in the "Custom Agreement Terms" section of Exhibit A, this Agreement shall automatically renew in successive one-year periods (each, a "Renewal Term") on the anniversary of the Effective Date unless a party provides written notice of non-renewal to the other party at least sixty (60) days prior to such renewal. The Initial Term and all Renewal Terms collectively comprise the "Term" of this Agreement.

3. Termination.

3.1 For Convenience; Non-Appropriation. This Agreement may be terminated at any time for convenience (including due to lack of appropriation of funds) upon sixty (60) days written notice.[1]

3.2 For Cause. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any obligation, including payment obligations, or remedy any default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Agency's access to Lexipol's Services shall immediately cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

[1] Note: fees paid for Online Services are not eligible for refund, proration, or offset in the event of Agency's termination for convenience as Online Services are delivered in full as of the Effective Date. Fees pre-paid for Professional Services are eligible for refund, proration, or offset to the extent such Services have not been delivered or utilized by Agency.

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4. **Fees; Invoicing**. Lexipol will invoice Agency at the commencement of the Initial Term and at the commencement of each Renewal Term. Agency agrees to remit payment within thirty (30) calendar days following receipt of Lexipol's invoice. Payments may be made electronically or by mailing a check to Lexipol at 2611 Internet Blvd, Ste. 100, Frisco, TX 75034 (Attn: Accounts Receivable). Lexipol reserves the right to increase fees for Renewal Terms. All fee amounts stated in Exhibit A are exclusive of taxes and similar fees now in force or enacted in the future. Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees). Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to its receipt of Lexipol's Services, except for taxes based on Lexipol's net income.

5. **Terms of Service**. The following terms and conditions govern access to and use of Lexipol's Services:

5.1 **Online Services**. Lexipol's Online Services include all cloud-based services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Knowledge Management System ("KMS") for policy, Learning Management System ("LMS")[2], GrantFinder, and Cordico wellness applications (collectively, the "Online Services"). Lexipol's Online Services are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. By subscribing to Lexipol's Online Services, Agency receives a personal, limited, non-sublicensable and non-assignable license to access and use such Services in conformity with these Terms.

5.2 **Professional Services**. Lexipol's Professional Services include all Services that are not part of Lexipol's Online Services, and which require the professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals, technical support for online learning, accreditation consulting, grant writing and consulting[3], and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Lexipol shall provide all Professional Services in accordance with industry best practices.

5.3 **Intellectual Property; License**. Lexipol's Services and all Lexipol Content are the proprietary intellectual property of Lexipol and/or its licensors, and are protected where applicable by copyright, trademark, and patent laws. Nothing contained in this Agreement or these Terms shall be construed as conferring any right of ownership or use to Lexipol's Services or Lexipol Content. Notwithstanding the foregoing, Agency may, in limited circumstances (e.g. creation, modification, and updating of Agency's policy manuals) create Derivative Works based on Lexipol's Content and shall retain a personal, non-commercial, non-sublicensable and non-assignable license to use such Derivative Works, including beyond the expiration or termination of this Agreement. "Derivative Works" include all work product based on or which incorporates any Lexipol Content, including any revision, modification, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, or adapted. Agency acknowledges and agrees that Lexipol shall have no responsibility to update Lexipol Content used by Agency beyond the Term of this Agreement and shall have no liability whatsoever for Agency's creation or use of Derivative Works.

5.4 **Account Security**. Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign or otherwise transfer any such rights to any other person or entity. Except as set forth herein, Agency remains responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.5 **Agency Data.** Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data. Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits to or through Lexipol or the Services is 100% secure. Lexipol's use of Agency Data is limited to providing the Services, retaining records in the regular course of business, and complying with valid legal obligations.

6. **Confidentiality**. During the Term of this Agreement, each party may disclose information to the other party that would be reasonably considered confidential, including Agency Data (collectively, "Confidential Information"). The receiving party will: (a) limit disclosure of any such Confidential Information to the receiving party's authorized representatives; (b) advise its personnel and agents of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing party. A party may disclose Confidential Information pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of

[2] LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

[3] Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

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Information Act (FOIA) request, Public Records Act (PRA) request, or equivalent, provided that the disclosing party promptly notifies, to the extent practicable, the other party in writing prior to such disclosure so that the other party may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this section by any of such party's personnel or agents. The parties may also disclose the fact that they are working together, including for promotional purposes, and include each other's name and logo(s) for such purposes.

7. Warranty. LEXIPOL WARRANTS THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS, THAT THEY SHALL BE FIT FOR THE PURPOSES SET FORTH HEREIN, AND THAT SUCH SERVICES SHALL NOT INFRINGE THE RIGHTS OR INTELLECTUAL PROPERTY OF THIRD PARTIES. NOTWITHSTANDING THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AS WELL AS ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

8. Indemnification. Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's gross negligence or willful misconduct in providing Services pursuant to this Agreement. Agency shall likewise indemnify, defend, and hold Lexipol harmless from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising out of acts or omissions by Agency, Agency's personnel, or any party acting on Agency's behalf.

9. Limitation of Liability. Each party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement, the Services, or the use of any Lexipol Content shall not exceed the larger of: the aggregate amount of fees paid to Lexipol by Agency during the twelve-month period immediately prior to the assertion of such claim, demand, or action; or $10,000.00. In no event shall either party be liable for any indirect, incidental, consequential, special, exemplary damages, or lost profits, even if such party has been advised of the possibility of such damages.

10. General Terms.

10.1 Entire Agreement. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

10.2 General Interpretation. The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

10.3 Invalidity of Provisions. Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

10.4 Compliance; Governing Law. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

10.5 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

10.6 Waiver. Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

10.7 Notices. Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.

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Polk County

Board of County Commissioners

Agenda Item R.37. 11/7/2023

SUBJECT

Renewal of Certificate of Public Convenience and Necessity (COPCN) - AdventHealth Wesley Chapel

DESCRIPTION

AdventHealth Wesley Chapel, has previously held a Certification of Public Convenience and Necessity (COPCN) pursuant to Polk County Ordinance 12-029 to operate a Type G, Advanced Life Support (ALS) Transport Service and Type H, Basic Life Support (BLS) Transport Service within Polk County. AdventHealth Wesley Chapel, is requesting the renewal of their current COPCN.

RECOMMENDATION

Request the Board approve the renewal of the COPCN

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Hezedean Smith
863-519-7362
hezedeansmith@polk-county.net

BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, Pasco Pinellas Hillsborough Community Health system Inc d/b/a AdvantHealth Wesley Chapel, has requested authorization to provide Type G, Advanced Life Support (ALS) Inter-facility Transport Service in Polk County; and;

WHEREAS the above-named service affirms that it will maintain compliance with the requirements of Chapter 401, Florida Statutes; the Rules of the Department of Health; Chapter 64J-1, Florida Administrative Code; and the Polk County Code of Ordinances.

THEREFORE, the Board of County Commissioners of Polk County hereby issues a Type G, Certificate of Public Convenience and Necessity ("COPCN") as defined by Polk County Ordinance 10-066 to Pasco Pinellas Hillsborough Community Health system Inc d/b/a AdvantHealth Wesley Chapel provide services within the incorporated and unincorporated areas of Polk County, Florida, with the limitations as prescribed herein.

In issuing this Certificate, the governing body of Polk County has considered recommendations of affected municipalities.

By accepting this Certificate of Public Convenience and Necessity, Pasco Pinellas Hillsborough Community Health system Inc d/b/a AdvantHealth Wesley Chapel agrees to indemnity Polk County, Florida, for any claims or losses arising out of its operations.

Limitations: This COPCN Certificate will be null and void if: the provider does not maintain compliance with the requirements of Chapter 401 of Florida Statutes, the Rules of the Department of Health, Chapter 64J-1 Florida Administrative Code (F.A.C.), the Polk County Code of Ordinance and should the provider refuse to provide or deny medical ambulance inter-facility ground transport service to medically needy patients. This certificate shall not be transferrable, either voluntarily or by operations of law, without prior written approval by the county.

Date of issue: October 24, 2023

Date of Expiration: October 24, 2028
(Unless suspension or revocation is prior thereto

_____

Chairperson, Board of County Commissioners

BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, ***Pasco Pinellas Hillsborough Community Health system Inc d/b/a AdvantHealth Wesley Chapel*** *has requested authorization to provide Type H: Basic Life Support ("BLS") Interfacility Transport Service in Polk County; and,*

WHEREAS, the above-named service affirms that it will maintain compliance with the requirements of Chapter 401 of Florida Statutes, the Rules of the Department of Health, Chapter 64J-1, Florida Administrative Code. , and the Polk County Code of Ordinances;

THEREFORE, the Board of County Commissioners of Polk County hereby issues a Type H Certificate of Public Convenience and Necessity ("COPCN") as defined by Polk County Ordinance 12-029 to ***Pasco Pinellas Hillsborough Community Health system Inc d/b/a AdvantHealth Wesley Chapel*** *to provide services within the incorporated and unincorporated areas of Polk County, Florida with the limitations as prescribed herein.*

In issuing this Certificate, the governing body of Polk County has considered recommendations of affected municipalities.

By accepting this Certificate of Public Convenience and Necessity, the provider agrees to indemnify Polk County, Florida for any claims or losses arising out of its operations.

Conditions of Approval **Pasco Pinellas Hillsborough Community Health system Inc d/b/a AdvantHealth Wesley Chapel** must provide proof of becoming a licensed Basic Life Support ambulance provider as approved by the Florida Department of Health, Bureau of EMS.

1) **Pasco Pinellas Hillsborough Community Health system Inc d/b/a AdvantHealth Wesley Chapel** must also provide documentation to verify they have passed their initial state inspection.
2) **Pasco Pinellas Hillsborough Community Health system Inc d/b/a AdvantHealth Wesley Chapel** must meet these conditions within 120 days of approval of the COPCN.

Limitations: This COPCN is limited to non-emergency Basic Life Support Interfacility Transfer Service as defined by Polk County Ordinance 12-029. Certificate will be null and void if: the provider does not maintain compliance with the requirements of Chapter 401 of Florida Statutes, the Rules of the Department of Health, Chapter 64J-1 Florida Administrative Code, the Polk County Code of Ordinances and should the provider refuse to provide or deny medical ambulance Interfacility ground transport service to medically needy patients. This certificate shall not be transferable, either voluntarily or by operation of law, without prior written approval of the county.

Date of Issue: October 24, 2023

Date of Expiration: October 24, 2028
(Unless suspension or revocation is prior thereto)

_____

Chairperson, Board of Polk County Commissioners

INITIAL / RENEWAL APPLICATION FOR
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
POLK COUNTY, FLORIDA

This renewal application is for a currently approved, issued and active Certificate of Public Convenience and Necessity ("COPCN") to provide emergency medical care and/or transportation or nonemergency transportation within Polk County, Florida. Polk County, Florida reserves the right to request additional information from the applicant once this application is submitted.

Application Type: Initial ○ Renewal ◉

1. Name of business Pasco Pinellas Hillsborough Community Healthl system Inc d/b/a AdventHealth Wesley Chapel
2. Address 30,000 County Line Road
   City Wesley Chapel State Florida Zip Code 33543

   P.O. Box N/A
   City _____ State _____ Zip Code _____
3. Phone number(s) (Include area codes) 813-929-5646 Business Office
   None Pager Number
   813-393-9380 Cell Phone Number
4. List names, addresses and day time phone numbers of (all) owner, partners, operator and/or board of directors of corporation.

Erik Wangsness	2600 Bruce B Downs Blvd Wesley Chapel Fl 33544	813-929-5000	President/CEO
Dawn Hicks-Waldron	2600 Bruce B Downs Blvd Wesley Chapel Fl 33544	813-929-5000	VP/ CNO
Jonathan Fisher	2600 Bruce D Downs Blvd Wesley Chapel Fl 33544	813-929-5000	VP/CFO
Jeffrey Bogue	30000 County Line Road Wesley Chapel Fl 33543	813-929-5646	Director of EMS

5. State the experience of everyone listed in Paragraph 4.

HospitalLeadership, CEO, CFO and CNO all offer 20+ years experience in hospital administration Director of EMS 30+ years EMS experience including Fire Rescue, interfacility and Aeromedical aviation medicine.

6. Indicate the level applicant wishes to provide: (Please see Polk County Ordinance 12-029 (Section 4) as amended for complete definition of level of service)

- ☐ Type B – Basic Life Support Non-Transport (BLS Non-Transport)
- ☐ Type C – Basic Life Support Transport (BLS Transport)
- ☐ Type D – Advanced Life Support Non-Transport (ALS Non-Transport)
- ☐ Type E – Advanced Life Support Transport (ALS Transport)
- ☐ Type F – Prehospital Air Ambulance Service
- ☒ Type G – ALS Interfacility Transport Service
- ☒ Type H – BLS Interfacility Transport Service

7. List the geographical area in which you wish to provide the service being applied for herein (complete county or portion thereof):

Within the boundaries of Polk County

8. State the facts showing the demand or the need for the level of service in the geographical area being applied for:

Inerfacility transportation of Adventhealth patients.

9. Give a detailed description of the equipment the applicant will utilize in the service (attach separate sheet if needed). Also, complete the vehicle roster attached.

Interfacility transport to be completed in state certified ALS/BLS ambulances with the required 64 J equipment and supplies.

10. Number of personnel to staff each unit? 2 Complete the personnel roster attached.

11. Proof applicant is in compliance with all applicable federal, state and local requirements. (Attach copies of certificates) including ALS and / or BLS Ambulance provider license by the Florida Department of Health, Bureau of EMS)

12. State the address and description of each of the locations from which the applicant will operate and the hours of operation, staffing, and phone number for that location

Location Address	Description	Hours of operation	Staffing	Phone number
6645 S Florid Ave lakeland	Base station	24/7/365	Paramedic/EMT	813-929-5005

13. Does the service have "back-up" availability in case a unit breaks down or multiple calls? YES☒ NO☐ If Yes, explain procedure:

back up units will be provided from AHEMS Fleet

14. Provide written documentation to assist Polk County Fire Rescue and any other emergency services during a disaster situation.

15. Will your service transport patients out of county? Yes as required

16. Will your service pick up from other counties? yes then return to Polk County? Yes

17. Type of service which will be provided (check appropriate blank):

Land ___X___ Water _____ Air _____

18. If this application for a COPCN is to replace an existing COPCN, evidence must be provided showing the reason(s) for the replacement of the existing COPCN Pursuant to Polk County Ordinance Number 12-029 and/or Florida Statutes.

Renewal of previous COPCN

19. A fee of $300 must accompany the application.

20. Rate schedule – Provide a listing of all rates/charges for your service to provide the level applied for.

21. If a COPCN is issued to applicant, applicant agrees to the following:
    a. To indemnify Polk County for any claims or losses arising out of applicant's operations;
    b. Applicant will comply with all state and county laws and regulations;
    c. Provide continuous and uninterrupted service to the extent and for the area authorized by the COPCN;
    d. Provide service to adjacent areas or routes within Polk County, when requested to do by public safety agencies, in an emergency situation or in accordance with established agreements;
    e. Keep posted at all the principal business locations in Polk County a copy of the COPCN and any rate or fee schedule;
    f. Provide proof of insurance in amounts required by the Board of County Commissioner through the Risk Management Department;
    g. File a verified statement of ownership with Polk County Fire Rescue Division prior to commencing its operations under the COPCN and will immediately notify Polk County Fire Rescue Division of any change of ownership;
    h. Keep such records as may be required by Polk County Fire Rescue Division or Polk County Board of County Commissioners, pursuant to the rules and regulations to be adopted pursuant to Polk County Ordinance 12-029 and
    i. Operate in conformance with state law, Polk County Ordinance-12-029 and all rules and regulation hereunder.

To the best of my knowledge, all statements on this application are true and correct and the applicant agrees to the terms contained herein.

Signature of Applicant

DIRECTOR OF EMS — Title

5/4/23 — Date

STATE OF FLORIDA
COUNTY OF Pasco

This foregoing instrument was acknowledged before me this 4th day of May, 2023, by Jeff Bogle,
as Director of EMS (title)
for AdventHealth Wesley Chapel (Company Name)

Cari Lynn Crouch
Notary Signature

Personally Known ☑ OR Produced Identification ☐
Type of Identification produced:

NOTARY SEAL/STAMP

CARI LYNN CROUCH
Commission # HH 185329
Expires October 12, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

Mail completed application and supporting documents to:
Polk County Fire Rescue
Attn: Raf Vittone, Deputy Chief of Medical Services
P.O. Box 1458
Bartow, FL 33831

For all questions or additional information please contact:
Raf Vittone, Deputy Chief of Medical Services
rafvittone@polk-county.net
863-519-7413

Statement of Ownership

To whom it may concern:

Adventhealth Wesley Chapel EMS is a wholly owned entity of Pinellas-Pasco Hillsborough Health Systems Inc. D/B/A AdventHealth Wesley Chapel.

Respectfully,

5/4/23

Jeffrey A Bogue

Director of Emergency Medical Services

STATE OF FLORIDA

COUNTY OF **Pasco**

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 05/04/2023 by Jeffrey A Bogue (name of person acknowledging).

(Seal)

CARI LYNN CROUCH
Commission # HH 185329
Expires October 12, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

Cari Lynn Crouch

Signature of Notary Public

Print, Type/Stamp Name of Notary

Cari Lynn Crouch

Personally known: X

OR Produced Identification: _____

Type of Identification Produced: N/A

CERTIFICATE OF COVERAGE	Issue Date: 04/01/2023
AdventHealth Risk Management 900 Hope Way Altamonte Springs, FL 32714 (407) 357-2290	This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This certificate does not amend, extend or alter the coverage afforded by the AHS Liability Trust or any insurance policies listed below.
Named Participant: Pasco Pinellas Hillsborough Community Health System, Inc. d/b/a AdventHealth Wesley Chapel 2600 Bruce B. Downs Blvd Wesley Chapel, FL 33544	**COMPANIES AFFORDING COVERAGE** **Company Letter A:** AHS Liability Trust **Company Letter F:** Safety National Casualty Corporation **Company Letter G:** AHS Workers Compensation Liability Trust

Coverages

This is to certify that the coverage below has been issued to the Named Participant listed above for the time 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.

Co. Ltr	Type of Insurance			Policy Number	Policy Effective	Policy Expiration	Limits	
A	X	Hospital Professional/Comprehensive General Liability & MCO E&O		8528-2023	04/01/2023	04/01/2024	Each Occurrence Annual Aggregate	$1,000,000 $3,000,000
A		X	Claims Made (HPL & Managed Care Errors)					
A		X	Occurrence (CGL Only)					
F	X	Automobile Liability- All Vehicles		CA6675747	07/01/2022	07/01/2023	Combined Single Limit (Bodily Injury & Property Damage)	$5,000,000
G	X	Worker's Compensation	CO, FL, GA, IL, KS, KY, NC, TN	AHSWC22	08/01/2022	08/01/2023		$1,000,000

Description of Operations/Locations/Vehicles/Special Items:

All operations subject to the terms and conditions of the Trust or insurance policies listed above but only with respect to the liability arising out of AdventHealth Wesley Chapel's agreement to provide medical transportation services in Polk County. Polk County, a Political Subdivision of the State of Florida and its Elected Officials, it's Agents, Employees, and Volunteers are additional insureds with regard to general liability as their interest may appear and where required by written contract. Coverage provided is a per occurrence aggregate and is not increased by the number of named participants or claimants involved.

Polk County Board of County Commissioners (330 W Church St, Bartow, FL 33830)

Certificate Holder	Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail written notice to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives or employees.
Polk County BOCC 330 W Church St Bartow, FL 33830	**Authorized Representative:** Stacy W. Prince **Date:** 05/03/2023

STATE OF FLORIDA
DEPARTMENT OF HEALTH
BUREAU OF EMERGENCY MEDICAL OVERSIGHT

ADVANCED LIFE SUPPORT SERVICE LICENSE

This is to certify that: **ADVENTHEALTH WESLEY CHAPEL** **Provider Number #: 10006**

Name of Provider

30000 COUNTY LINE ROAD, WESLEY CHAPEL, FLORIDA 33543

Address

has complied with Chapter 401, Florida Statutes, and Chapter 64J-1, Florida Administrative Code, and is authorized to operate as an Advanced Life Support Service subject to any and all limitations specified in the applicable Certificate(s) of Public Convenience and Necessity and/or Mutual Aid Agreements for the County(s) listed below:

HARDEE, HIGHLANDS, HILLSBOROUGH, MARION, PASCO, POLK

County(s)

Michael Hall, Section Administrator
Emergency Medical Services
Florida Department of Health

THIS CERTIFICATE EXPIRES ON: 06/04/2024

This certificate shall be posted in the above mentioned establishment

1200

Response
to Item 13

AdventHealth

Back up Availability

AdventHealth Wesley Chapel operates a Fleet of 15 ambulances. This fleet of ambulances is comprised of Type I, Type II and Type II ambulances. Currently supporting hospitals in 6 counties. Back up units are available from the EMS Fleet and all units are maintained by local ASE certified mechanics. Appropriate records are kept for all repair and maintenance remaining compliant with State of Florida requirements.

Response
to Item 14

Disaster Agreement

AdventHealth Wesley Chapel and its ambulance service shall participate, to the fullest extent of its capabilities, in rescue, recovery and treatment efforts in the event of a natural disaster. AdventHealth is committed to excellent patient care and an excellent patient experience. We remain faithfully dedicated to providing our communities with every resource we have available when and where they are needed in the event of a natural disaster.

Response to Question #9

AdventHealth

GROUND VEHICLE
ALS EQUIPMENT AND MEDICATIONS

MEDICATION	WT/VO
1. Atropine Sulfate.	
2. Dextrose, 50 percent.	
3. Epinephrine HCL.	1:1,000
4. Epinephrine HCL.	1:10,000
5. Ventricular dysrhythmic.	
6. Benzodiazepine sedative/anticonvulsant.	
7. Naloxone (Narcan).	
8. Nitroglycerin.	0.4 mg.
9. Inhalant beta adrenergic agent with nebulizer apparatus, as approved by the medical director.	

I.V. SOLUTIONS

1. Lactated Ringers or Normal Saline.

EQUIPMENT

(a) Laryngoscope handle with batteries.
(b) Laryngoscope blades; adult, child and infant sizes.
(c) Pediatric I.V. arm board or splint appropriate for I.V. stabilization.
(d) Disposable endotracheal tubes; adult, child and infant sizes. Those below 5.5 mm shall be uncuffed. 2.5 mm – 5.0 mm uncuffed; 5.5 mm – 7.0 mm; 7.5 mm – 9.0 mm).
(e) Endotracheal tube stylets pediatric and adult.
(f) Magill forceps, pediatric and adult sizes.
(g) Device for intratracheal meconium suctioning in newborns.
(h) Tourniquets.
(i) I.V. cannulae 14 thru 24 gauge.
(j) Micro drip sets.
(k) Macro drip sets.
(l) I.V. pressure infuser.
(m) Needles 18 thru 25 gauge.
(n) Intraosseous needles and three way stop cocks.
(o) Syringes, from 1 ml. to 20 ml.
(p) D.C. battery powered portable monitor with defibrillation and pacing capabilities, ECG printout and spare battery. The unit shall be capable of delivering pediatric defibrillation (energy below 25 watts/sec and appropriate equipment).
(q) Monitoring electrodes for adults and pediatrics.
(r) Pacing electrodes. Pediatric and Adult.
(s) Glucometer.
(t) Approved sharps container per Chapter 64E-16, F.A.C.
(u) Flexible suction catheters.
(v) Electronic waveform capnography capable of real-time monitoring and printing record of the intubated patient (effective 01/01/2008).

Response to Item #10

AdventHealth

Personnel Roster

Name of Service: AdventHealth Wesley Chapel EMS **Date:** 01/08/2018 **Page:** 1 of 2

NAME	POSITION	LICENSE	EXPIRATION DATE
William Baxley	RN	RN9528632	04/30/2025
Jill Butler	RN	RN9239424	04/30/2025
Jamie Juliano	RN	RN272446	04/30/2025
Steve Szabo	RN	RN9259265	04/30/2025
Gary Celcer	RN	RN3411052	04/30/2025
Stephen Quinones	RN	RN9486474	04/30/2025
Kim Battease	Paramedic	PMD538368	12/1/2024
Kristopher Neal	Paramedic	PMD540907	12/1/2024
Gregory Hackett	Paramedic	PMD13528	12/1/2024
John Barr	Paramedic	PMD525005	12/1/2024
Stacy Freshman	Paramedic	PMD536676	12/1/2024
Jamie Burke	Paramedic	PMD526944	12/1/2024
Daniel Heffren	Paramedic	PMD534077	12/1/2024
Christopher Springer	Paramedic	PMD532057	12/1/2024
Vicotor Virgilio	Paramedic	PMD524212	12/1/2024
Justin Willits	Paramedic	PMD532035	12/1/2024
Patrick Bowles	Paramedic	PMD534723	12/1/2024

1204

Michael Russell	EMT	EMT543085	12/1/2024
John Wholley	EMT	EMT568796	12/1/2024
John Nazitto	EMT	EMT508850	12/1/2024
Michael Patterson	EMT	EMT549259	12/1/2024
Peter Pappas	EMT	EMT525942	12/1/2024
Ashley Minnervini	EMT	EMT564152	12/1/2024
Keith Kunsak	EMT	EMT564713	12/1/2024
Ashley Mingo	EMT	EMT561721	12/1/2024
Brooke Green	EMT	EMT559450	12/1/2024
Ronnie Martinez	EMT	EMT546248	12/1/2024
Alan McGee	EMT	EMT570434	12/1/2024
Victor Pedone	EMT	EMT531018	12/1/2024
Philip Scheidler	EMT	EMT521605	12/1/2024

AdventHealth

Classification	Fee
BLS NON EMERGENCY A0428	$758.61
BLS EMERGENCY A0429	$903.90
ALS NON EMERGENCY A0426	$861.03
ALS EMERGENCY A0427	$924.15
ALS2 A0433	$1,192.10
SCT A0434	$1,431.48
GROUND MILEAGE A0425	$16.67

AdventHealth

ADVENTHEALTH ACCOUNTS PAYABLE
902 INSPIRATION AVE
STE 9100
ALTAMONTE SPRINGS, FL 32714
844/259-3977

POLK COUNTY FIRE RESCUE
PO BOX 1458
BARTOW FL 33831-0000

Invoice Number	Invoice Date	Vendor ID	Gross Amount	Discount Taken	Paid Amount
COPCN-05/09/2023	5/9/23	0000039201	300.00	0.00	300.00

COPCN Application - ATTN: CARI CROUCH -50600 5060 URG RTF

Check Number	Date	Total Gross Amount	Total Discounts	Total Paid Amount
1002141081	5/10/23	$300.00	$0.00	$300.00

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

AdventHealth
902 INSPIRATION AVE STE 9100
ALTAMONTE SPRINGS, FL 32714-1519

64-1278/611

Number 1002141081
Date 5/10/23

Pay ****THREE HUNDRED AND XX/100 DOLLAR ****

$300.00***

Void after 180 days

To The Order Of

POLK COUNTY FIRE RESCUE
PO BOX 1458
BARTOW FL 33831-0000

Bank of America
900 Hope Way
Altamonte Springs FL 32714

Tony D. Thomas

Authorized Signature

⑈1002141081⑈ ⑆061112788⑆ 335988626 7⑈

YOU ARE HEREBY NOTICED pursuant to Polk County Ordinance 12-029, that AvantHealth Wesley Chapel, a licensed for-profit pre-hospital ambulance provider by the State of Florida, Department of Health has submitted an Initial application of their Type G, and Type H, and application for Type H Certificate of Public Convenience and Necessity (COPCN) to operate a Basic Life Support Inter-facility Transport Service within the geographical bounds of Polk County, including all incorporated areas. This level of service encompasses ambulance transport of medically necessary patients to and from medical facilities. This does not include any 911 prehospital responses. In accordance with Polk County Ordinance 12-029 further information on the application is available at the Polk County Fire Rescue Administrative Offices; 1295 Brice Blvd. Bartow, Florida 33830. Any interested person who may be substantially affected by the proposed operation may, within thirty (30) days, file a written objection to the application, specifying the reason therefore, to: Polk County Fire Rescue; 1295 Brice Blvd., Bartow, Florida 33830; Attn: Deputy Chief of Medical Services.

AFFIDAVIT OF PUBLICATION

Polk News Sun

Published Weekly

Winter Haven, Polk County, Florida

Case No. AdventHealth Wesley Chapel

STATE OF FLORIDA
COUNTY OF POLK

Before the undersigned authority, Anita Swain, personally appeared who on oath says that she is the Classified Advertising Legal Clerk of Polk News Sun, a newspaper published at Winter Haven in Polk County, Florida; that the attached copy or reprint of the advertisement, to the right, being a Public Notice, was published in said newspaper by print in the issues of or by publication on the newspaper's website, if authorized, on:

June 14, 2023

Affiant further says that the Polk News Sun newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Anita Swain

Anita Swain

Sworn to and subscribed before me this 14th day of June 2023 by Anita Swain, who is personally known to me.

Karen Fisher

Karen Fisher, Clerk, Notary Number: #HH349179
Notary expires: January 11, 2027

00023520 00127804 863-519-

Polk County Fire Rescue
1295 Brice Blvd
Bartow, FL 33830

Notary Public State of Florida
Karen Fisher
My Commission HH 349179
Expires 1/11/2027

NOTICE

YOU ARE HEREBY NOTICED pur-suant to Polk County Ordinance 12-029, that **AdventHealth Wesley Chapel**, a licensed for-profit pre-hospital ambulance provider by the State of Florida, Department of Health has submitted an application for the renewal of their Type G & Type H Certificate of Public Convenience and Necessity (COPCN) to continue to operate a Basic Life Support Inter-facility Transport Service within the geographical bounds of Polk County, including all incorporated areas. This level of service encom- passes ambulance transport of med-ically necessary patients to and from medical facilities. This does not in-clude any 911prehospital re-sponses. In accordance with Polk County Ordinance 12-029 further in-formation on the application is avail- able at the Polk County Fire Rescue Administrative Offices; 1295 Brice Blvd. Bartow, Florida 33830. Any in- terested person who may be sub- stantially affected by the proposed operation may, within thirty (30) days, file a written objection to the application, specifying the reason therefore, to: Polk County Fire Res-cue; 1295 Brice Blvd., Bartow, Flor-ida 33830; Attn: Deputy Chief of Med ica l Services.

June 14, 2023 127804

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/12/2023

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. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 CN103181305--AL-23-24	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Pasco Pinellas Hillsborough Community Health System, Inc. d/b/a AdventHealth Wesley Chapel 2600 Bruce B. Downs Blvd Wesley Chapel, FL 33544	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Safety National Casualty Corp. — 15105 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** ATL-005659716-01 **REVISION NUMBER:** 6

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	**AUTOMOBILE LIABILITY**			CA6675747	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Polk County, a Political Subdivision of the State of Florida and its Elected Officials, it's Agents, Employees and Volunteers is/are included as additional insured where required by written contract with respect to auto liability. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER

Polk County BOCC
330 W. Church St.
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

Marsh USA LLC

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Polk County

Board of County Commissioners

Agenda Item R.38. 11/7/2023

SUBJECT

Approve state-funded 2023-2024 Emergency Management Performance Grant (EMPG).

DESCRIPTION

The State of Florida, Division of Emergency Management, hereinafter referred to as the "Division" and Polk County a political subdivision of the State of Florida hereinafter referred to as the "Recipient" have entered into an agreement where the Recipient is funded in part by the Emergency Management Performance Grant (EMPG), which is annually allocated to jurisdictions by Congress through the Division. The $166,868.00 allocation will be used primarily for personnel cost and some operating expenses for the Emergency Management Program including Emergency Operations, Special Needs, Disaster Planning Initiatives, and Training Readiness Exercises, and requires dollar for dollar match by the Recipient. The term of this agreement is from October 1, 2023 through March 31, 2025.

RECOMMENDATION

Request the Board approve the Emergency Management Performance Grant (EMPG) of compliance with all the requirements contained in Chapter 27P-19, Florida Administrative Code and Section 252, Florida Statutes.

FISCAL IMPACT

Funds are budgeted in the Special Revenue EMPG Grant Fund.

CONTACT INFORMATION

Paul Womble, Director
Polk County Emergency Management
(863) 298-7000
paulwomble@polk-county.net <mailto:paulwomble@polk-county.net>

Agenda Item R.39. 11/7/2023

SUBJECT

SET HEARING to consider requests to vacate platted and unmaintained right-of-way shown on the map of Captain David Burn's Subdivision and vacate a portion of maintained right-of-way now known as Huckleberry Road as shown on the maintained right-of-way map for Horse Shoe Creek. (Suggested hearing date is November 21, 2023 at 9:30 a.m or immediately following the regular agenda)

DESCRIPTION

The County has received the following requests to adopt resolutions vacating, abandoning, discontinuing, closing, renouncing, and disclaiming any rights of the County or the public in certain platted and unmaintained right-of-way along with a portion of maintained right-of-way located within Polk County. Florida Statutes, Section 336.10, requires the Commissioners hold a public hearing to consider Petitions adopting resolutions vacating, abandoning, discontinuing, closing, renouncing, and disclaiming property under their control. Setting a public hearing date will comply with Florida Statutes and allow the request to be considered.

Request Board set a public hearing date for the following requests to vacate platted and unmaintained right-of-way along with a portion of maintained right-of-way. Suggested Hearing Date: Tuesday, November 21, 2023 at 9:30 a.m., or immediately following the regular agenda:

1. Consider a petition by Jeffrey D. Hofius, as authorized agent for Davenport Legacy, LLC, to adopt a resolution vacating platted and unmaintained right-of-way lying adjacent to the east of Block 2 as shown on the map of Captain David Burn's Subdivision, as recorded in Plat Book 4, at Page 34, Public Records of Polk County, Florida. The subject right-of-way lies in Section 12, Township 26 South, Range 27 East.

2. On Board's Motion, consider a request to adopt a resolution vacating a portion of maintained right-of-way now known as Huckleberry Road as shown on the Maintained Right-of-Way of Horse Shoe Creek Road as recorded in Map Book 4, at Pages 303 through 308, Public Records of Polk County, Florida. The subject right-of-way lies in Section 2, Township 27 South, Range 27 East.

RECOMMENDATION

Request Board set a Public Hearing at 9:30 a.m. on Tuesday, November 21, 2023, or immediately following the regular agenda, to consider the preceding items.

FISCAL IMPACT

There is no fiscal impact associated with this agenda item.

CONTACT INFORMATION

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

Agenda Item R.40. 11/7/2023

SUBJECT

Approve Right-of-Way Agreement between David Rohrer and Georgia Rohrer, husband and wife and Polk County in conjunction with the Thompson Nursery Road Segment 1 Improvement Project, Parcel 111. ($441,200 one-time expense)

DESCRIPTION

The County has a project to improve and realign Thompson Nursery Road from West Lake Ruby Drive to US Highway 17 consisting of primarily a new alignment for a four-lane corridor. Due to the nature, and associated challenges, of certain portions of the alignment the project design and construction has been separated into four segments. The portion known as Segment 1 runs from US Highway 17 at Winter Lake Road (SR 540) to Rifle Range Road (CR 655). The Board previously adopted a resolution authorizing negotiations and written offers to be made on this project.

Parcel 111 is a whole take fee parcel needed for mainline right-of-way for Segment 1 of the project. The parcel is a rectangular shaped parcel, containing nearly one-half acre, located along the east side of Grove Park Lane and contains a mobile home residence with an addition. The County hired an independent appraiser to establish full compensation for the taking of Parcel Number 111 and the owners, David Rohrer and Georgia Rohrer, through their attorney, rejected the County's offer. Subsequent negotiations with the owner's attorney have resulted in a proposed settlement amount of $390,000 for the purchase of the parcel along with statutory attorney's fees in the amount of $46,200 for a total settlement of $436,200.

The County Attorney's Office and the Real Estate Services Administrator have reviewed the agreement and recommend approval. The alternative of acquiring this parcel through condemnation litigation would result in substantial cost to the County. Approving the Right-of-Way Agreement, authorizing the issuance of funds for the purchase, fees and costs and hiring American Government Services Corporation to close the acquisition will allow the County to close the transaction and take ownership of the parcel for the project.

RECOMMENDATION

Request Board approve the aforementioned Right-of-Way Agreement for Parcel 111 and authorize the issuance of funds in the amount of $436,200 for the purchase of the parcel along with attorney's fees as stated above. Also request Board approve hiring American Government Services Corporation to close the acquisition of the parcel and approve paying closing costs in the estimated amount of $5,000 for a total of $441,200.

FISCAL IMPACT

Funds are budgeted and available in the amount of $441,200 for the purchase of the parcel along

with applicable fees and costs in the Impact Fee Northeast Fund.

CONTACT INFORMATION

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

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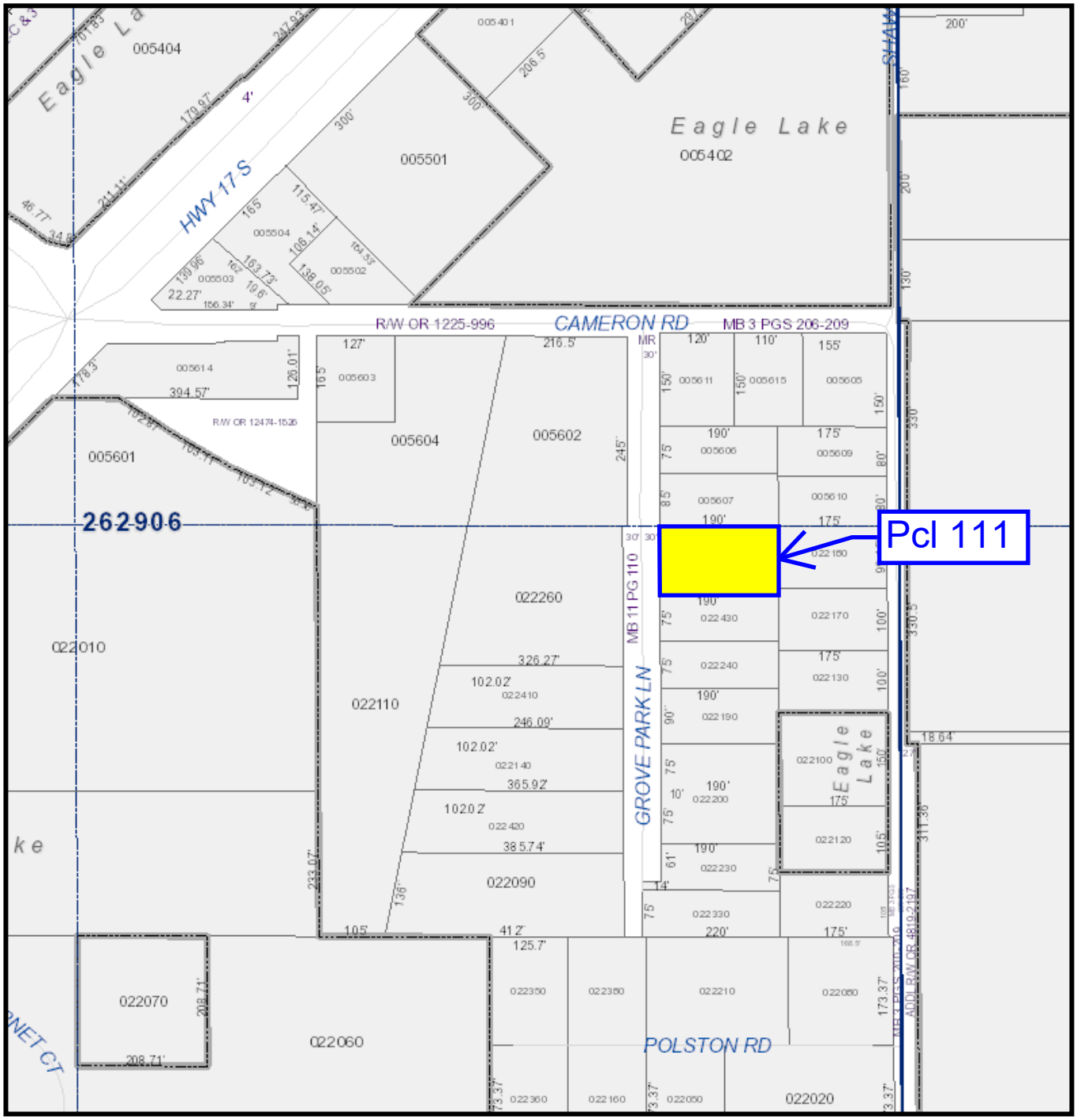
TN
MN (6.3°W)

Scale 1 : 16,000
1" = 1,333.3 ft
Data Zoom 13-6

SECTION 6, TOWNSHIP 29 SOUTH, RANGE 26 EAST



SECTION 6, TOWNSHIP 29 SOUTH, RANGE 26 EAST

Board of County Commissioners

Project No.: 5400203
Project Name: Thompson Nursery Road Ph 1 Segment 1
Parcel No.: 111
Parcel I.D. No.: 262906-000000-022150

RIGHT-OF-WAY AGREEMENT

STATE OF FLORIDA
COUNTY OF POLK

THIS AGREEMENT made and entered into this 17th day of October 2023, between **DAVID M. ROHRER and GEORGIA L. ROHRER,** husband and wife, whose address is Post Office Box 1182, Eagle Lake, Florida 33839-1182, hereinafter referred to as "Owners", and the **POLK COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 9005, Drawer RE-01, Bartow, Florida 33831-9005, hereinafter referred to as the "County".

WITNESSETH

WHEREAS, the County requires the lands described as Parcel No. 111 as more particularly described in Exhibit "A" as additional right-of-way (the "Property"), for the construction and maintenance of an authorized road know as THOMPSON NURSERY ROAD PHASE 1 SEGMENT 1, (the "Project"), and said Owners are required to furnish the Property for such purpose:

NOW, THEREFORE, in consideration of the premises and the sum of one dollar each to the other paid, it is agreed as follows:

(a) Owners agree to sell and convey unto the County a fee interest in the Property, by Warranty Deed, free of liens and encumbrances, together with affected improvements for the total settlement amount of $390,000 (Three Hundred Ninety Thousand and 00/100 Dollars).

(b) The County agrees to pay statutory attorney's fees to the law firm of Harris Harris Bauerle and Lopez in the amount of $46,200, for a total settlement amount of $436,200. The County payment for the purchase, attorney's fee, and applicable closing costs shall be made to the Title Agency described in Section (d) herein for disbursement at closing.

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

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

(e) The County agrees to grant extended occupancy of the Property through March 1, 2024, and Owners agree to execute an Extended Occupancy and Hold Harmless Agreement for said extended occupancy. Owners may retain some fixtures with approval of the Real Estate Services Administrator. Any improvements or personal property not removed upon vacation of premises or expiration of extended occupancy agreement of subject land shall be considered abandoned by the owners.

(f) County acknowledges that this conveyance of the Property, or property interest, is in lieu of and under threat of condemnation.

(g) The Owners agree and expressly acknowledge that the monies paid and other consideration given in accordance with this Agreement is just and full compensation for all property interest and or claims arising from this acquisition and no other monies including fees and/or cost are owed by the County to Owners.

* **THIS AGREEMENT IS SUBJECT TO FINAL APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA.**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names, and on the date shown above.

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

By: _____ 10/12/23
R. Wade Allen, Administrator
Polk County Real Estate Services

OWNERS:

_____
David M. Rohrer

_____
Georgia L. Rohrer

June 12, 2011

Parcel 111
Thompson Nursery Road
County Job No. 5400037
Tax folio #: 062926000000022150

DESCRIPTION:

That parcel lying within the Southeast Quarter of Section 6, Township 29 South, Range 26 East, per Official Record Book 4635 Page 934 of the Public Records of Polk County, Florida.

Being more particularly described as follows:

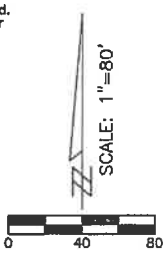
COMMENCE at the southeast corner of Section 6, Township 29 South, Range 26 East; thence along the east line of the Southeast Quarter of said Section 6, North 00°16'55" West 1318.81 feet to a point on the south line of Lot 56 of Wahneta Farms as recorded in Plat Book 1-C, Pages 82-A and 82-B Public Records of Polk County, Florida; thence along said south line of Lot56, North 89°54'33" West 195.00 feet to the **POINT OF BEGINNING;** thence leaving said line South 00°16'55" East 110.00 feet; thence North 89°54'33" West 190.04 feet to the easterly right of way line of Grove Park Lane (Shaw Road per Map Book 11, pages 109-110 of said Public Records); thence along the said easterly right of way line, North 00°17'20" West 110.00 feet to said south line of Lot 56; thence along said south line, South 89°54'33" East 190.05 feet to the **POINT OF BEGINNING.**

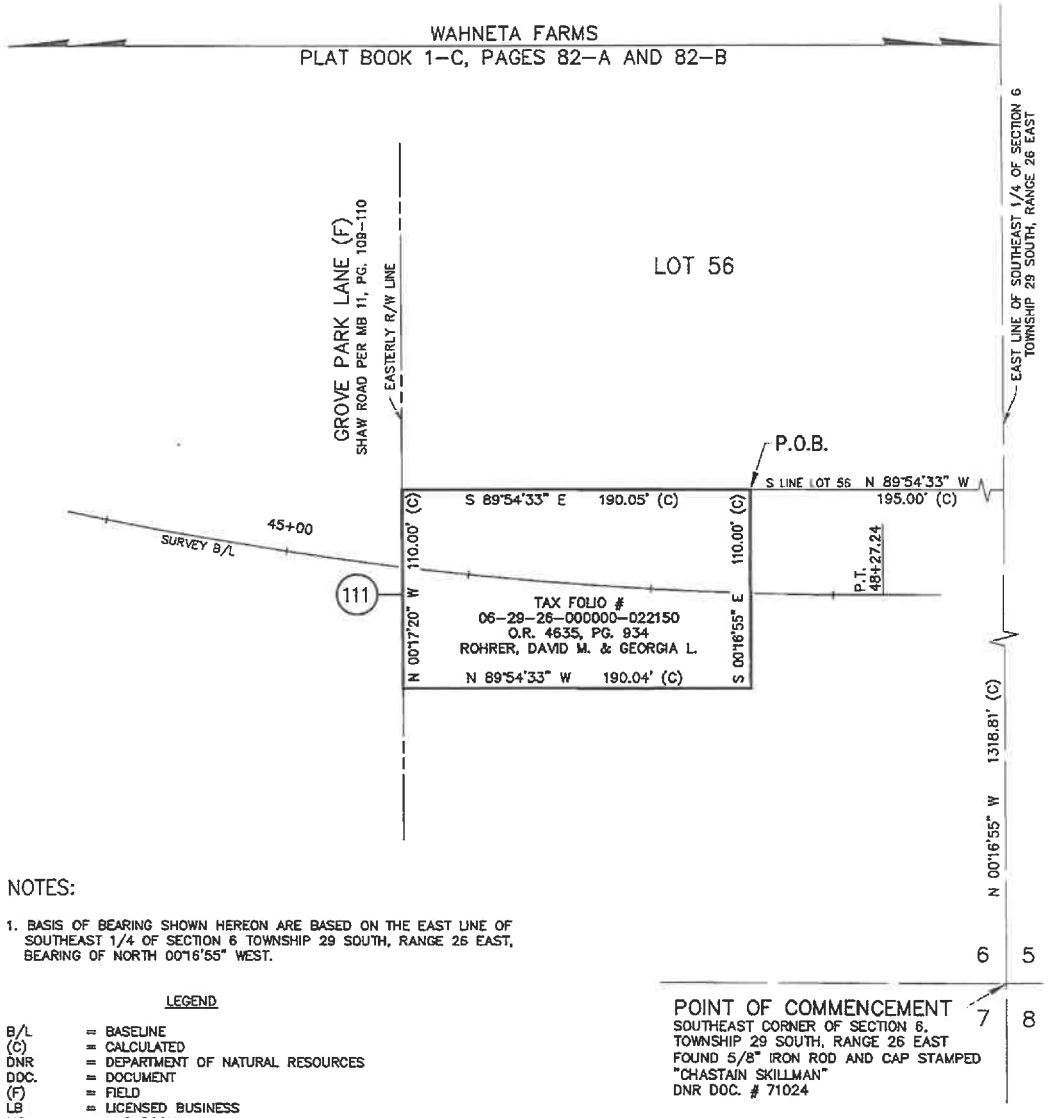
Herein described parcel containing 20,904.9 square feet, more or less.

FOR SKETCH SEE SHEET 2 of 2

SECTION 6, TOWNSHIP 29 SOUTH, RANGE 26 EAST

Additions or deletions by other than the Professional Land Surveyor in responsible charge is prohibited.
Land Description is invalid without signature and/or embossed seal of the Professional Land Surveyor





NOTES:

1. BASIS OF BEARING SHOWN HEREON ARE BASED ON THE EAST LINE OF SOUTHEAST 1/4 OF SECTION 6 TOWNSHIP 29 SOUTH, RANGE 26 EAST, BEARING OF NORTH 00°16'55" WEST.

LEGEND

B/L	= BASELINE
(C)	= CALCULATED
DNR	= DEPARTMENT OF NATURAL RESOURCES
DOC.	= DOCUMENT
(F)	= FIELD
LB	= LICENSED BUSINESS
MB	= MAP BOOK
O.R.	= OFFICIAL RECORD BOOK
PG.	= PAGE
P.O.B.	= POINT OF BEGINNING
P.T.	= POINT OF TANGENCY
R/W	= RIGHT OF WAY

(100) = PARCEL NUMBER

REVISIONS	DATE	BY

Cardno TBE
380 Park Place Blvd., Suite 300,
Clearwater, Florida, 33759
www.cardnotbe.com - 727.531.3505
Certificate of Authorization: LB 6668

SKETCH AND DESCRIPTION
PARCEL 111
A PORTION OF SECTION 6, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA

FOR: POLK COUNTY
3000 SHEFFIELD ROAD
WINTER HAVEN, FL. 33880
(863) 535-2200

COUNTY JOB NO. 5400037

CALCULATED BY: MWP
CHECKED BY: DJH
SHEET NO: 2 OF 2

The above Sketch and/or Land description was prepared under my supervision and is true and correct to the best of my knowledge and belief and meets the standards as set forth in Chapter 5J-17, Florida Administrative Code.

DATE 09/14/12

DEBORAH J. HILL, PROFESSIONAL SURVEYOR AND MAPPER LICENSE NUMBER: 5196
STATE OF FLORIDA, PHONE # (727) 531-3505

SKETCH
NOT A SURVEY

THIS SKETCH AND DESCRIPTION OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER.

Agenda Item R.41. 11/7/2023

SUBJECT

Approve Right-of-Way Agreement between Ferdinand Sanyet and Norma Gonzalez, husband and wife and Polk County in conjunction with the Thompson Nursery Road Phase 1 Segment 1 Project, Parcel 702. ($18,994 one-time expense)

DESCRIPTION

The County has a project to improve and realign Thompson Nursery Road from West Lake Ruby Drive to US Highway 17 consisting of primarily a new alignment for a four-lane corridor. Due to the nature, and associated challenges, of certain portions of the alignment the project design and construction has been separated into four segments. The portion known as Segment 1 runs from US Highway 17 at Winter Lake Road (SR 540) to Rifle Range Road (CR 655). The Board previously adopted a resolution authorizing negotiations and written offers to be made on this project.

Parcel 702 is a temporary construction easement parcel needed for the reconstruction and harmonization of a residential driveway serving the adjacent property. The parcel is a rectangular shaped parcel containing approximately 375 square feet located along the westerly (front) boundary of the parent parcel. The parent parcel is a nearly square shaped parcel containing approximately 30,500 square feet which is improved with a mobile home residence. The County hired an independent appraiser to establish full compensation for the taking of Parcel 702 and the owners, Ferdinand Sanyet and Norma Gonzalez, through their attorney, rejected the County's offer. Subsequent negotiations with the owners' attorney have resulted in a proposed settlement amount of $13,000 for the purchase of the parcel along with statutory attorney's fees in the amount of $5,994 for a total settlement amount of $18,994.

The County Attorney's Office and the Real Estate Services Administrator have reviewed the agreement and recommend approval. The alternative of acquiring this parcel through condemnation litigation would result in substantial cost to the County. Approving the Right-of-Way Agreement and authorizing the issuance of a check for the purchase along with statutory attorney's fees will allow the County to close the transaction and acquire the temporary construction easement needed for the project.

RECOMMENDATION

Request Board approve the aforementioned Right-of-Way Agreement for Parcel 702 and authorize the issuance of funds in the amount of $18,994 for the purchase of the parcel along with attorney's fees payable to Gaylord, Merlin, Ludovici & Diaz, P.A. Trust Account for disbursement.

FISCAL IMPACT

Funds are budgeted and available in the amount of $18,994 for the purchase of the parcel along with

applicable fees in the Impact Fee Northeast Fund.

CONTACT INFORMATION

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

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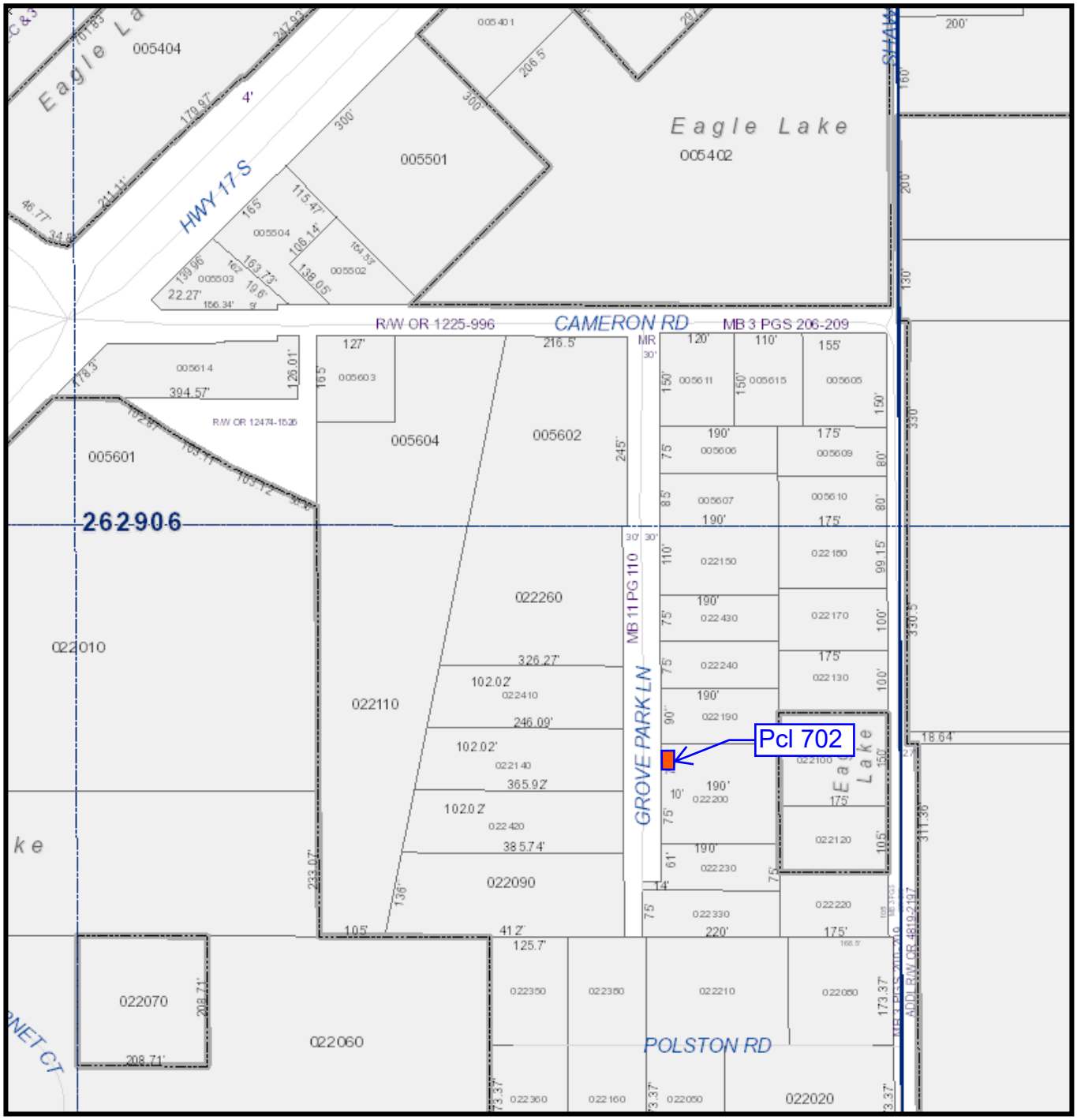
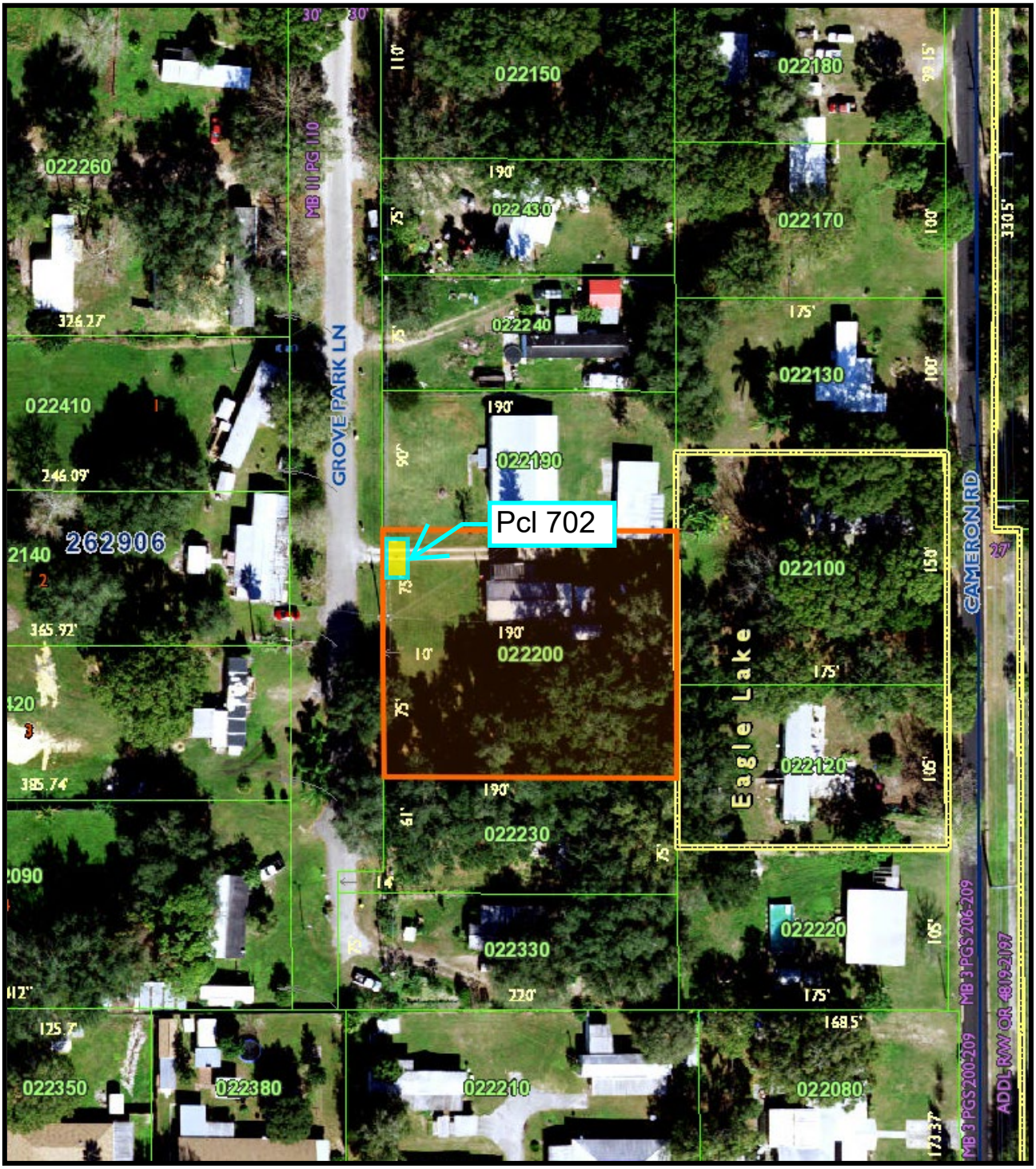
TN
MN (6.3°W)

Scale 1 : 16,000
1" = 1,333.3 ft
Data Zoom 13-6

SECTION 6, TOWNSHIP 29 SOUTH, RANGE 26 EAST



SECTION 06, TOWNSHIP 29 SOUTH, RANGE 26 EAST



Board of County Commissioners

Project Name: Thompson Nursery Rd Phase 1 Segment 1
Parent Parcel No.: 262906-000000-022200
Project Parcel No.: 702

RIGHT-OF-WAY AGREEMENT

COUNTY OF POLK
STATE OF FLORIDA

THIS AGREEMENT made and entered into this 23 day of October, 2023, between **FERDINAND SANYET and NORMA GONZALEZ,** husband and wife, whose address is 12 Grove Park Lane, Eagle Lake, Florida 33839 ("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, the County requires the use of the lands described as Parcel Number 702, as depicted on Exhibit "A" (the "Property") as a temporary construction easement for the purpose of driveway construction, conforming, sloping, tying in and harmonizing with existing grades in conjunction, and associated, with the road widening and improving of an authorized road known as the THOMPSON NUSERY ROAD PHASE 1 SEGMENT 1 (the "Project") and said Owners are required to furnish the parcel for such purpose:

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar each to the other paid, it is agreed as follows:

(a) Owners agree to sell and grant a Temporary Construction Easement, unto the County for the amount of $13,000 (Thirteen Thousand and 00/100 Dollars).

(b) County agrees to pay attorney's fees/costs and expert fees/cost in the amount of $5,994 for a total settlement amount of $18,994 which shall be paid to Gaylord, Merlin, Ludovici & Diaz, P.A. Trust Account for disbursement. The County payment shall be within ninety (90) days from the date hereof, upon simultaneous delivery of said Temporary Construction Easement.

(c) A legal description and sketch of the Property is currently being prepared by the County, but is not available at the time of this Agreement. County and Owners agree that the forthcoming legal description/sketch being prepared by the County shall be the prevailing description for the Temporary Construction Easement at closing, provided that such legal description/sketch describes the same property as depicted on the attached Exhibit "A".

(d) County agrees to construct a 12-foot wide driveway at approximate Station 26+77RT as shown on the construction plans attached hereto as Exhibit "A".

(e) County acknowledges that this conveyance of the Property for a temporary easement is in lieu of and under threat of condemnation.

(f) The Owners agree and expressly acknowledge that the monies paid, and other consideration given in accordance with this Agreement, is just and full compensation for all of the Owners' property interest and or claims arising from this acquisition and no other monies including fees and/or cost are owed by the County to Owners.

- **THIS AGREEMENT IS SUBJECT TO FINAL APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA.**

IN WITNESS WHEREOF, the party hereto has caused these presents to be executed in his name on the date shown above.

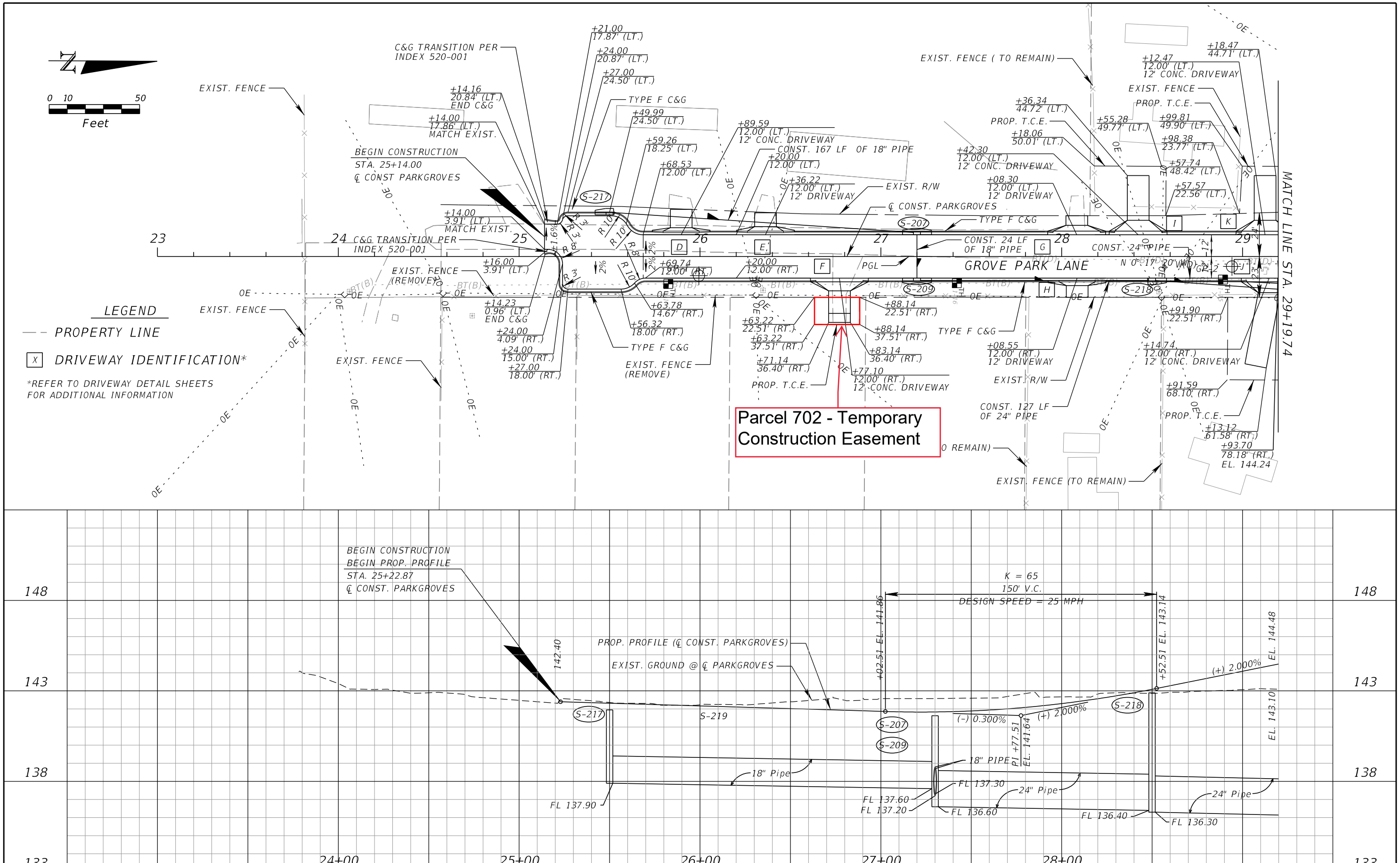
PURCHASER:
COUNTY OF POLK
POLK COUNTY, FLORIDA

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

OWNERS:

Ferdinand Sanyet

Norma Gonzalez



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley»Horn

2022 KIMLEY-HORN AND ASSOCIATES, INC.
189 SOUTH ORANGE AVENUE SUITE 1000, ORLANDO, FLORIDA 32801
PHONE: 407-898-1511
WWW.KIMLEY-HORN.COM REGISTRY: 35106

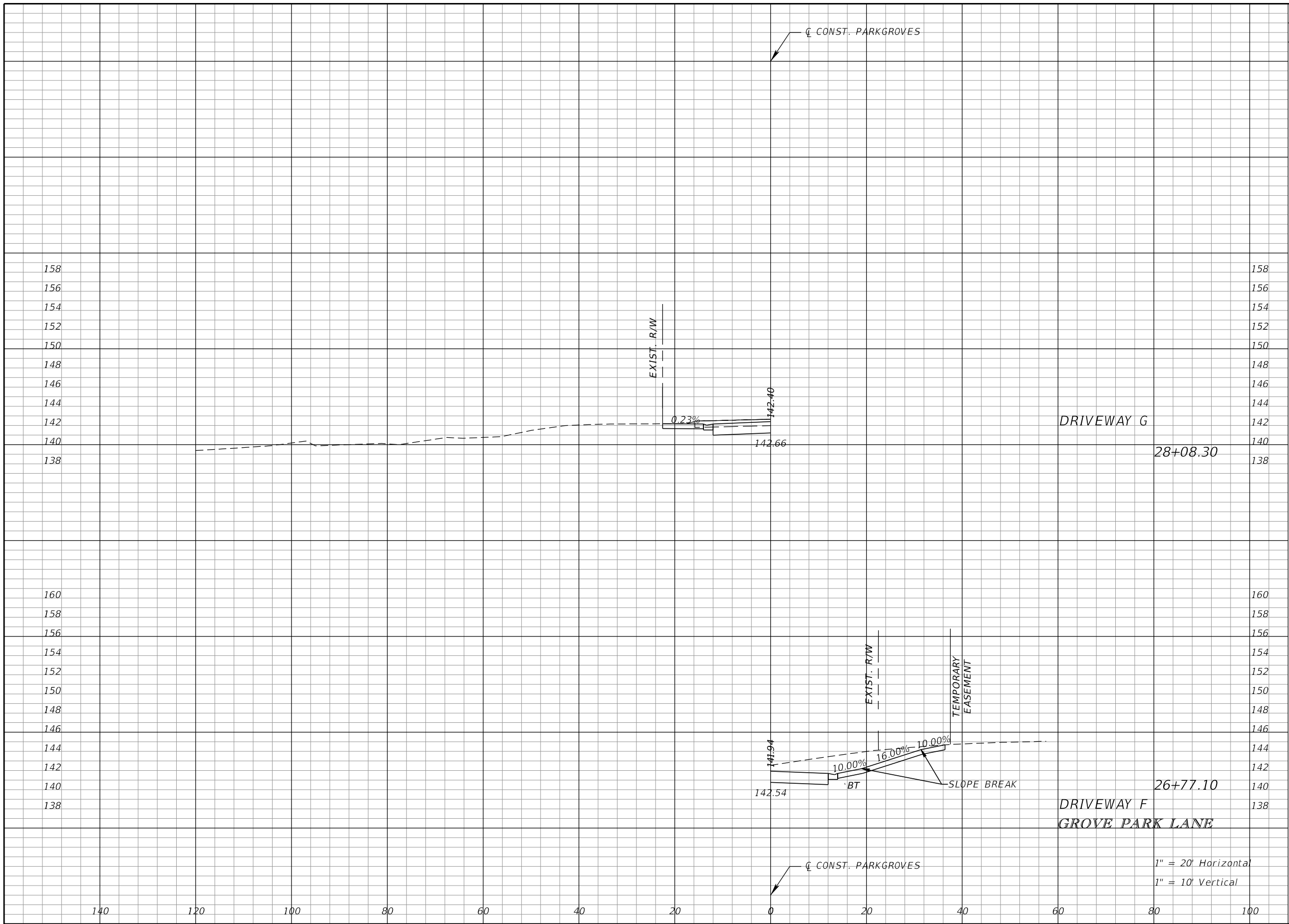
PROJECT #: 5400203

PLAN & PROFILE (18) (GROVE PARK LANE SOUTH)

SHEET NO. 1230

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Exhibit "A" - Sheet 1 of 2



Regular Exc.		Embankment	
A	V	A	V
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27.9	0.0	0.0	0.0

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley»Horn
2022 KIMLEY-HORN AND ASSOCIATES, INC.
189 SOUTH ORANGE AVENUE SUITE 1000, ORLANDO, FLORIDA 32801
PHONE: 407-898-1511
WWW.KIMLEY-HORN.COM REGISTRY: 35106

POLK COUNTY

PROJECT #: 5400203

DRIVEWAY CROSS SECTIONS

SHEET NO. 1231

Exhibit "A" - Sheet 2 of 2

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Polk County

Board of County Commissioners

Agenda Item R.42. 11/7/2023

SUBJECT

Approve Right-of-Way Agreement between Tara Bridget Jones and Polk County in conjunction with the County Road 557 Project, Parcel 702. ($4,600 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 construction of the new roadway, the County will need to acquire additional right-of-way for the corridor from impacted property owners. The Board previously adopted a resolution authorizing negotiations and written offers to be made on this project.

Parcel 702 is a temporary construction easement parcel needed for the reconstruction and harmonization of a residential driveway serving the adjacent property. The parcel is a rectangular shaped parcel containing approximately 350 square feet located along the westerly (front) boundary of the parent parcel. The parent parcel is a nearly square shaped parcel containing approximately 27,900 square feet which is improved with a single-family residence. The County hired an independent appraiser to establish full compensation for the taking of Parcel 702 and the owner, Bridget Tara Jones f/k/a Tara Bridget Soucie, has accepted the County's offer in the amount of $4,600 for the purchase of the parcel. The owner has not incurred any attorney's fees or expert costs in conjunction with the purchase of this parcel.

The County Attorney's Office and the Real Estate Services Administrator have reviewed the agreement and recommend approval. The alternative of acquiring this parcel through condemnation litigation would result in substantial cost to the County. Approving the Right-of-Way Agreement and authorizing the issuance of a check for the purchase will allow the County to close the transaction and acquire the temporary construction easement needed for the project.

RECOMMENDATION

Request Board approve the aforementioned Right-of-Way Agreement for Parcel 702 and authorize the issuance of funds in the amount of $4,600 for the purchase of the parcel.

FISCAL IMPACT

Funds are budgeted and available in the amount of $4,600 for the purchase of the parcel along with applicable fees in the Impact Fee District A Fund.

CONTACT INFORMATION

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

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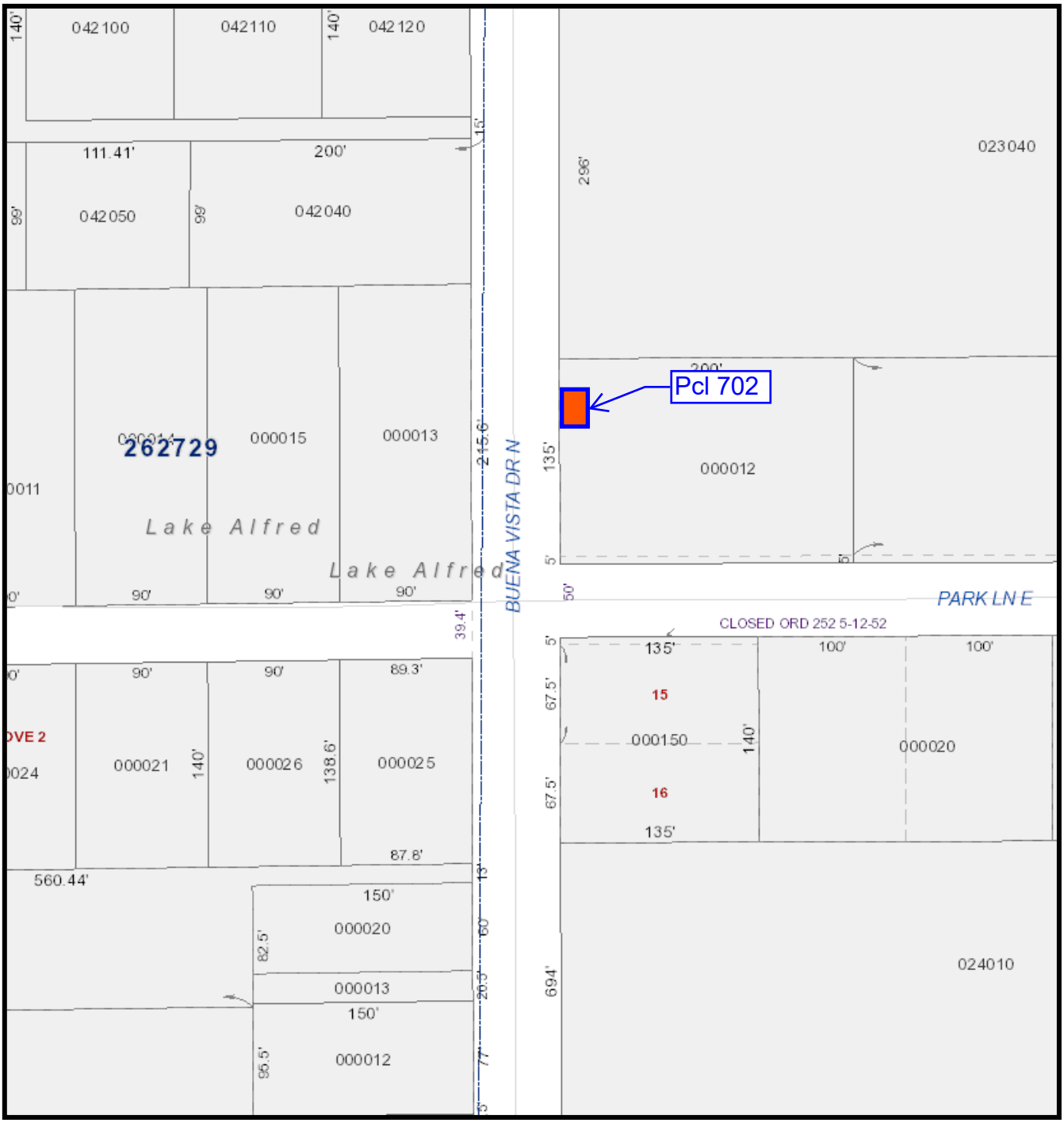
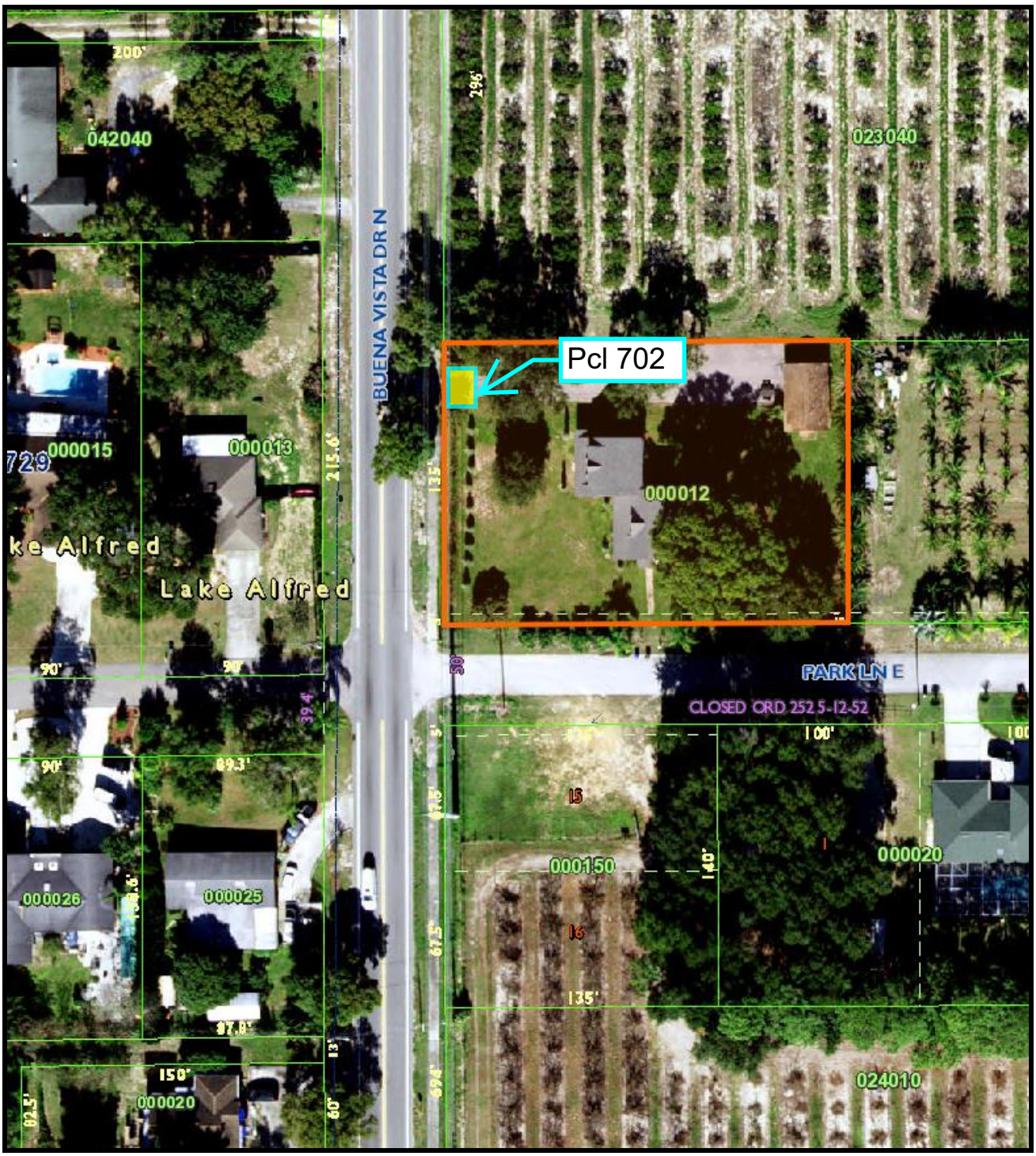
TN
MN (6.4°W)

Scale 1 : 9,600
1" = 800.0 ft
Data Zoom 14-4

SECTION 29, TOWNSHIP 27 SOUTH, RANGE 26 EAST



SECTION 29, TOWNSHIP 27 SOUTH, RANGE 26 EAST



Board of County Commissioners

Project No.: 5400135
Project Name: County Road 557
Parcel No.: 702
Parent Tract Tax I.D. No.: 262729-496000-000012

RIGHT-OF-WAY AGREEMENT

STATE OF FLORIDA
COUNTY OF POLK

THIS AGREEMENT made and entered into this 20th day of October 2023, between **Tara Bridget Jones, married, f/k/a Tara Bridget Soucie,** whose mailing address is 805 N Buena Vista Dr, Lake Alfred, FL 33850-2015, hereinafter collectively referred to as "Owner(s)", 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, hereinafter referred to as the "County".

WITNESSETH

WHEREAS, the County requires the use of the lands described as Parcel No. 702, (the "Property"), described in Exhibit A, as a temporary construction easement for the purpose of driveway construction, conforming, sloping, tying in and harmonizing with existing grades in conjunction, and associated, with the road widening and improving of of an authorized road known as COUNTY ROAD 557 (the "Project"), and said Owners are required to furnish the parcel for such purpose:

NOW, THEREFORE, in consideration of the premises and the sum of one dollar each to the other paid, it is agreed as follows:

(a) Owners agree to sell and grant a Temporary Construction Easement, unto said County, for the total sum of **$4,600.00**.

(b) County shall pay unto the Owners the sum of **$4,600.00** by County warrant, within ninety (90) days from date hereof upon simultaneous delivery of said Temporary Construction Easement. Any improvements or personal property not removed within fourteen (14) days after purchase of subject land shall be considered abandoned by the Owners.

(c) County acknowledges that this conveyance of the property interest for right-of-way is in lieu and under threat of condemnation.

(d) The Owners agree and expressly acknowledge that the monies paid in accordance with this Agreement is just and full compensation for all property interest and or claims arising from this acquisition and no other monies including fees and/or costs are owed by the County to Owners.

* **THIS AGREEMENT IS SUBJECT TO FINAL APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA.**

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed in their respective names, and on the date shown above.

PURCHASER:

COUNTY OF POLK
POLK COUNTY, FLORIDA

By: _____
Adam Raad
Florida Acquisiton & Appraisal, Inc.
Its Agent

Approved By:

_____ 10/26/23
Real Estate Services Administrator Date

OWNERS:

_____
By: **Tara Bridget Jones, married f/k/a Tara Bridget Soucie**

_____
By: **Jason Ray Jones**

Parcel Number: 702
Project Name: CR557 WIDENING
Tax Folio Number: 262729496000000012

Road Number: 763201
Project Number: CR55720-2

DESCRIPTION

A parcel of land being a portion of Grove No. 1, Replat of North Block Park Lane Development, a subdivision as recorded in Plat Book 27, Page 14, Public Records of Polk County, Florida, being in the Southeast 1/4 of Section 29, Township 27 South, Range 26 East, being described as follows:

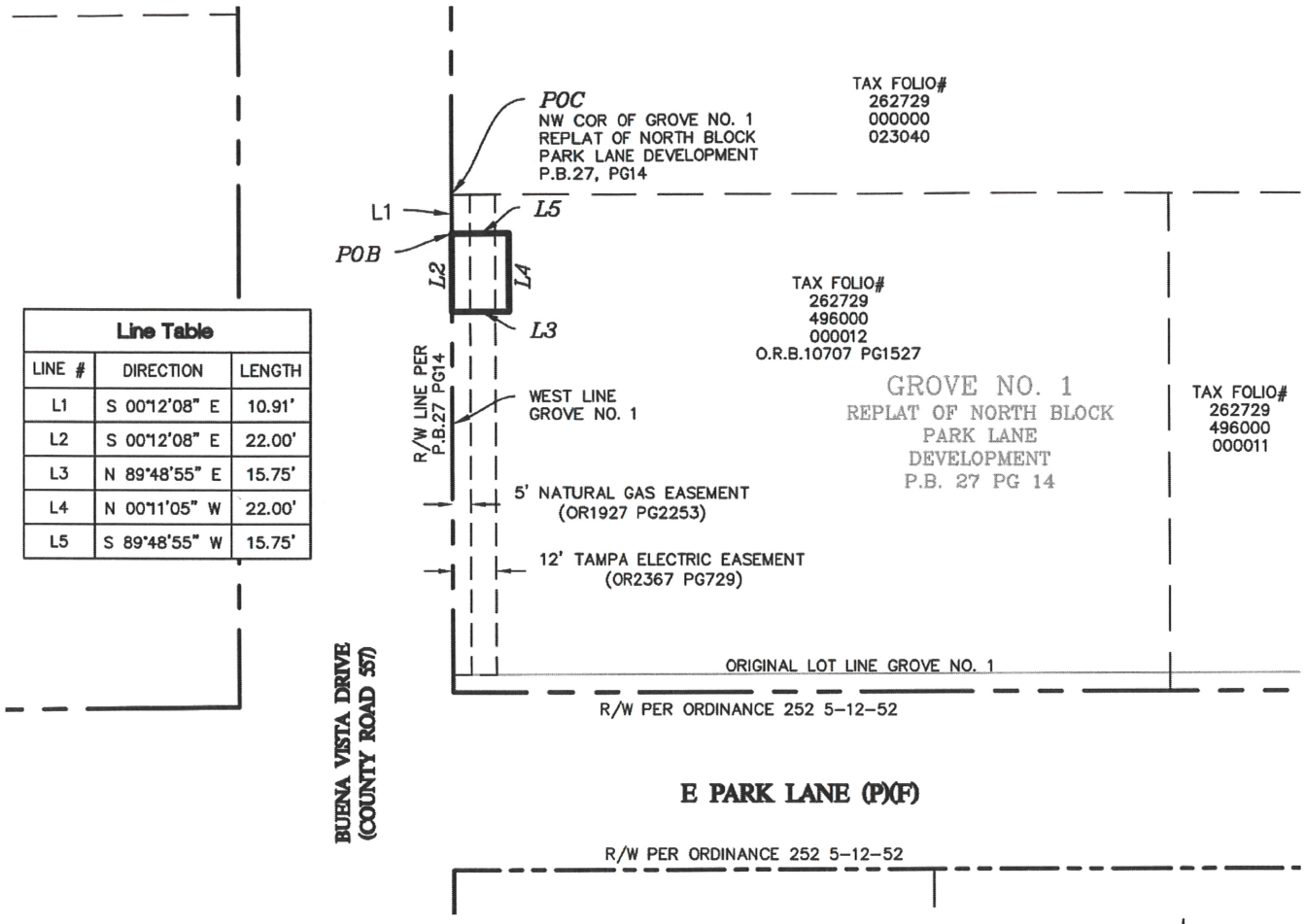
Commence at the Northwest corner of said Grove No. 1; thence South 00°12'08" East, along the West line of said Grove No. 1, a distance of 10.91 feet, for a **Point of Beginning**; thence continue South 00°12'08" East, along said West line, 22.00 feet; thence North 89°48'55" East, 15.75 feet; thence North 00°11'05" West, 22.00 feet; thence South 89°48'55" West, 15.75 feet to the **Point of Beginning**.

Containing 346 square feet, more or less.

FOR SKETCH SEE SHEET 2 OF 2

REVISION	DATE	BY

Exhibit A



Line Table		
LINE #	DIRECTION	LENGTH
L1	S 00°12'08" E	10.91'
L2	S 00°12'08" E	22.00'
L3	N 89°48'55" E	15.75'
L4	N 00°11'05" W	22.00'
L5	S 89°48'55" W	15.75'

THIS IS NOT A SURVEY

NORTH

LEGEND

(C) = CALCULATED
(P) = PLAT
NO. = NUMBER
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
—— —— —— = PARCEL LINE

SCALE

1" = 50 feet

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.

BRYAN C. ZELENENKI License Number 7140 STATE OF FLORIDA Professional Surveyor and Mapper

Digitally signed by Bryan Zelenenki
Date: 2023.06.28 07:15:21 -04'00'

DATE
03/30/23

BRYAN C. ZELENENKI, P.S.M.
FLORIDA REGISTRATION #7140
SURVEYING AND MAPPING SECTION

SEE SHEET 1 OF 2 FOR DESCRIPTION.

THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A LICENSED SURVEYOR AND MAPPER.

DESCRIPTION SKETCH

LOCATED IN SECTION 29, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

REVISION	DATE	BY

POLK COUNTY ROADS AND DRAINAGE
3000 SHEFFIELD ROAD,
WINTER HAVEN, FL 33880
PHONE: (863) 535-2200 FAX: (863) 519-8117

Sheet No.	Drawn by:	Checked by:	Check Date:
2 of 2	BCZ	BCZ	05/24/23
Parcel Number:	PREPARED FOR:		File Name:
702	REAL ESTATE SERVICES		CR55720-2

POLK COUNTY

Polk County

Board of County Commissioners

Agenda Item R.43. 11/7/2023

SUBJECT

Authorize a Utility Easement to the City of Auburndale over a portion of County-owned property in conjunction with a proposed utility project. (No fiscal impact)

DESCRIPTION

The City of Auburndale has a project to make improvements to its wastewater utility service which includes the installation of a wastewater force main along the east side of Old Berkley Road which is a County maintained roadway. The force main is being constructed primarily within the right-of-way for Old Berkley Road. However, the right-of-way adjacent to a parcel owned by the County, which is utilized as a public boat ramp for Lake Tennessee, is insufficient to construct the utility facilities. City staff contacted the County and requested a 15-foot wide Utility Easement along the western boundary of the parcel to accommodate the project. County staff has reviewed the request and determined that the requested easement would not impact the County's use of the property. Authorizing the Utility Easement to the City of Auburndale will give the City the easement needed to move forward with its waste water force main improvements.

RECOMMENDATION

Request Board authorize the aforementioned Utility Easement to the City of Auburndale.

FISCAL IMPACT

There is no fiscal impact associated with this agenda item.

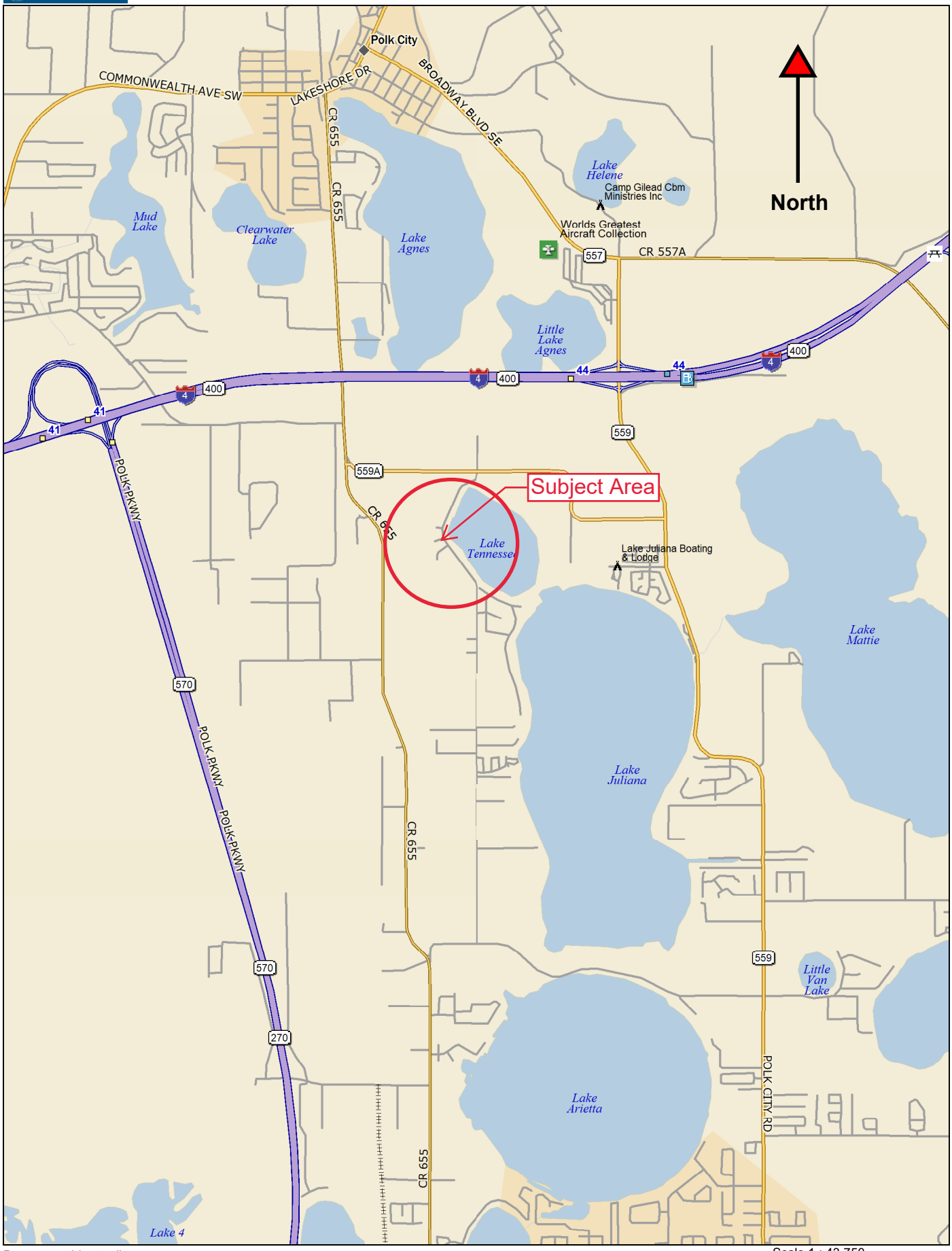
CONTACT INFORMATION

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

DeLorme

Section 09, Township 27 South, Range 25 East

DeLorme Street Atlas USA® 2010



Data use subject to license.

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TN

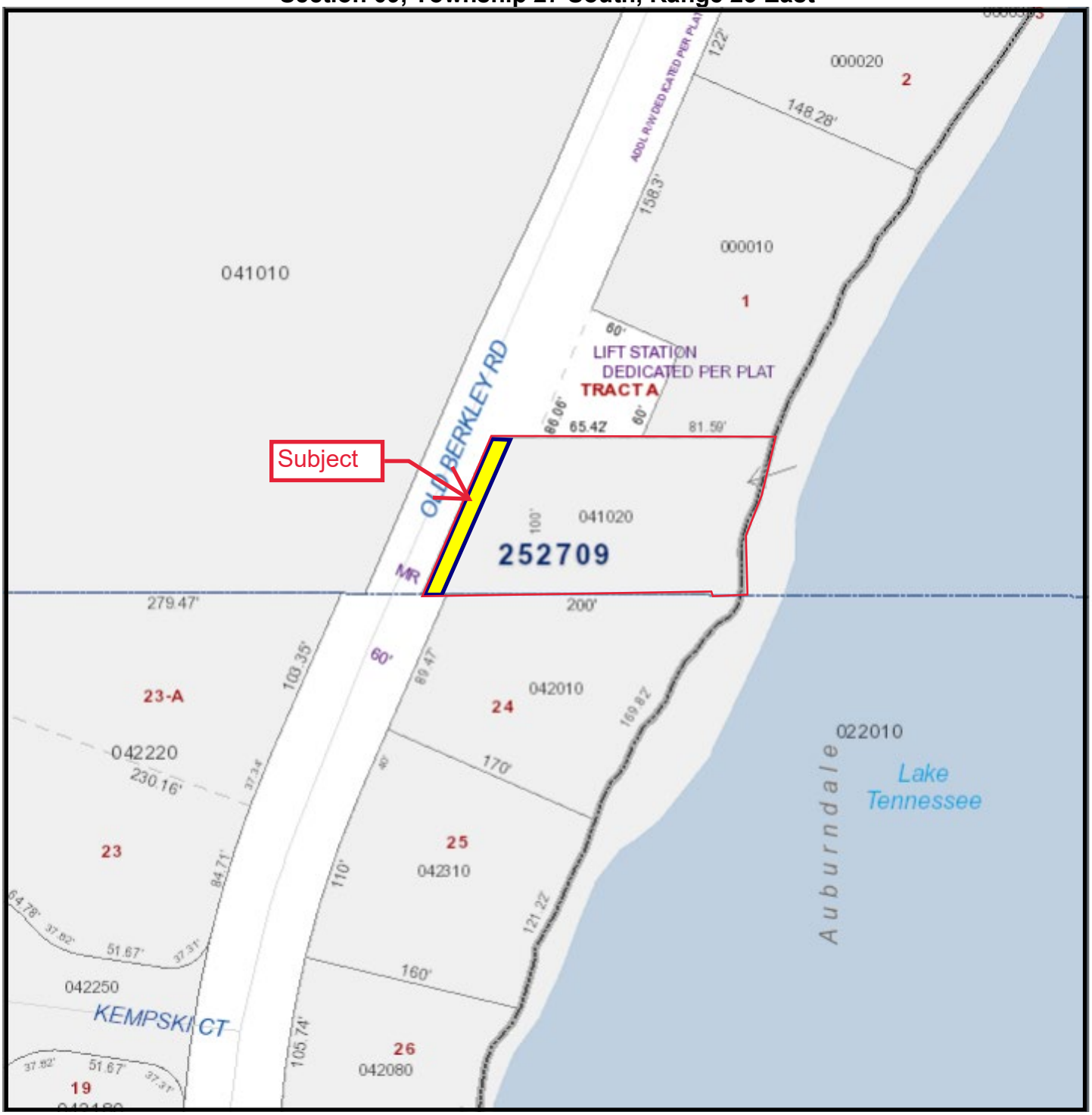
MN (6.3°W)

Scale 1 : 43,750

1" = 3,645.8 ft

Data Zoom 12-2

Section 09, Township 27 South, Range 25 East



Subject
OLD BERKLEY RD
ADDL R/W D
LIFT STATION
DEDICATED PER PLAT
TRACT A
041010
252709
000010
041020
042010
042190
042220
042120
042250
042310
148.28'
65.42'
81.59'
103.35'
89.47'
169.82'
170'
110'

This instrument prepared under the direction of:
R. Wade Allen, Administrator
Polk County Real Estate Services
PO Box 9005, Drawer RE-01
Bartow, FL 33831-9005
By: Teresa Haas

5861 Old Berkley Road

Parent Parcel ID No.: 252709-000000-041020

UTILITY EASEMENT

THIS EASEMENT made this 7th day of November 2023, between **POLK COUNTY,** a political subdivision of the State of Florida, whose mailing address is P.O Box 988, Bartow, FL 33831-0988, Grantor, and, the **CITY OF AUBURNDALE,** a municipal corporation organized and existing under the laws of the State of Florida, whose address is 1 Bobby Green Plaza, Auburndale, Florida 33823, Grantee.

WITNESSETH, that the Granter, 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 non-exclusive perpetual utility easement for the purpose of clearing, excavating, constructing, inspecting, improving, repairing and maintaining a Wastewater Force Main under, over, across and/or through, the following described land in the County of Polk, State of Florida, to-wit, subject to the conditions as stated herein:

The westerly 15-feet of the following described property:

That portion of the South 100 feet of the Northeast 1/4 of the Southwest 1/4 of Section 9, Township 27 South, Range 25 East, Polk County, Florida lying east of the easterly right-of-way line of Old Berkley Road as recorded in Map Book 4, at Pages 38 through 48, Public Records of Polk County and lying west of Lake Tennessee.

Grantor hereby covenants with the Grantee is lawfully seized of said lands and that it has good, right, and lawful authority to grant this easement.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has caused these presents to be duly executed in its name on the date first above written.

Signed, Sealed and Delivered In the Presence of:
(Signature of Two Witnesses Required by Florida Law)

Grantor:

_____
Witness

Polk County, a political subdivision of the State of Florida

_____
Print Name

_____
Address

By:_____

George Lindsey III, Chairman
Board of County Commissioners

_____
Witness

_____
Print Name

_____
Address

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____ day of November, 2023, by George Lindsey III, as Chairman of the Polk County Board of County Commissioners, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public
Print Name _____

My Commission Expires _____

Polk County

Board of County Commissioners

Agenda Item R.44. 11/7/2023

SUBJECT

Accept Polk County Utilities Easement from Lakeland Burger Christina LLC, as requested through the Development Review Process. (No fiscal impact)

DESCRIPTION

As a result of a proposed development, the County, through its Development Review Process, has requested a utility easement for the construction and/or future maintenance of utility facilities for the development. The owner of the subject Property has executed and delivered an easement instrument to Polk County for said facilities.

Accepting the following instrument will give the County the easement needed to construct and/or maintain the utility facilities for the proposed development.

1. Polk County Utilities Easement from Lakeland Burger Christina LLC, a Florida limited liability company, for the construction and/or future maintenance of utility facilities in conjunction with a proposed commercial development. The subject easement lies in Section 24, Township 29 South, Range 23 East.

RECOMMENDATION

Request Board accept the preceding instrument.

FISCAL IMPACT

There is no fiscal impact associated with this agenda item.

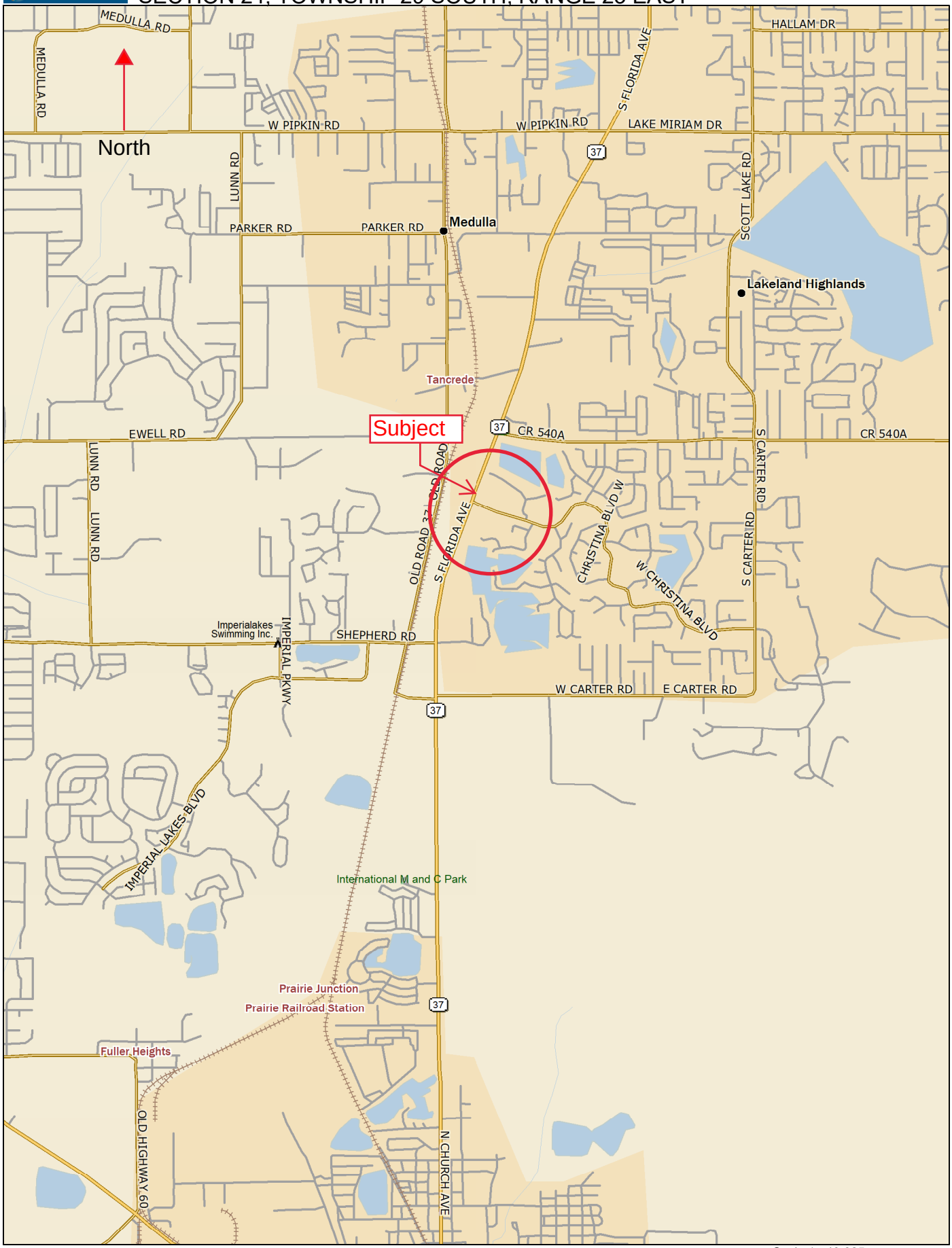
CONTACT INFORMATION

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

DELORME

SECTION 24, TOWNSHIP 29 SOUTH, RANGE 23 EAST

DeLorme Street Atlas USA® 2010



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TN

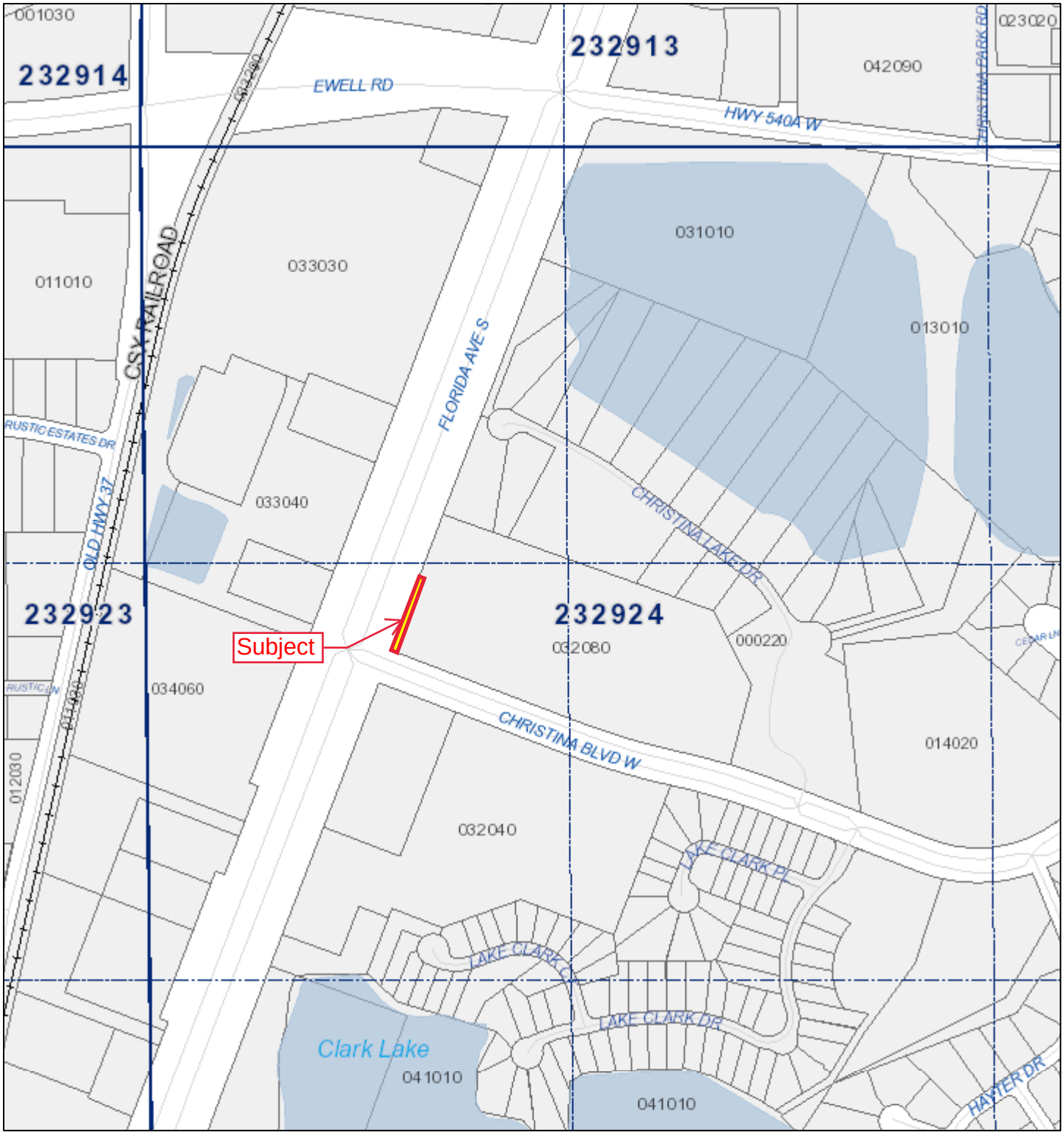
MN (6.2°W)

Scale 1 : 40,625

1" = 3,385.4 ft

Data Zoom 12-3

SECTION 24, TOWNSHIP 29 SOUTH, RANGE 23 EAST



0 185 370 740 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".

Marsha M. Faux, CFA, ASA
Property Appraiser
Polk County, Florida

October 19, 2023

N W E

1249

This Instrument prepared under the direction of
R. Wade Allen, Administrator
Polk County Real Estate Services
P.O. Box 9005, Drawer RE-01
Bartow, Florida 33831-9005
By: Scott C. Lowery
Project Name: Culver's Lakeland

Parent Parcel ID No.: 232924-000000-032080

POLK COUNTY UTILITIES EASEMENT

THIS POLK COUNTY UTILITIES EASEMENT, made this 19th day of October, 2023, between LAKELAND BURGER CHRISTINA LLC, a Florida limited liability company (the GRANTOR), whose address is 9554 Bolero Road, Winter Garden, Florida 34787, 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 Attached 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 remove, replace, repair, and enlarge 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

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 Ashleigh Tyson
Address 362 Audubon Oaks Dr #208 Lakeland, Fl. 33809

Witness
Print Name Kami Porter
Address 4418 Erie St. Clermont, FL 34714

LAKELAND BURGER CHRISTINA LLC, Florida limited liability company

By: _____
Scott Hunt, 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 October, 2023, by Scott Hunt, as Manager of Lakeland Burger Christina LLC, a Florida limited liability, on behalf of said company, who is ____ personally known to me or who has produced FLDL as identification.

Notary Public
State of Florida at Large

(Seal)

STERLING HARVEY
Notary Public - State of Florida
Commission # HH 444340
My Comm. Expires Sep 14, 2027

Sterling Harvey
Printed Name of Notary

Commission No. # HH 444340
My commission expires 09-14-2027

Exhibit "A"

LEGAL DESCRIPTION:

BEING A PORTION OF THE NORTHWEST ONE-QUARTER (1/4) OF SECTION 24, TOWNSHIP 29 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF BEGINNING BEING THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH FLORIDA AVENUE, STATE ROAD 37 AND THE NORTHERLY RIGHT-OF-WAY LINE OF CHRISTINA BOULEVARD AS RECORDED IN OFFICIAL RECORDS BOOK 1591, PAGE 1740; THENCE NORTH 20 DEGREES 57 MINUTES 25 SECONDS EAST ALONG THE EASTERLY RIGHT-OF-WAY OF SAID SOUTH FLORIDA AVENUE, STATE ROAD 37, A DISTANCE OF 277.14 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 69 DEGREES 02 MINUTES 35 SECONDS EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 20 DEGREES 57 MINUTES 25 SECONDS WEST AND PARALLEL TO THE SAID RIGHT-OF-WAY OF SAID SOUTH FLORIDA AVENUE, A DISTANCE OF 277.14 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF CHRISTINA BOULEVARD; THENCE NORTH 69 DEGREES 02 MINUTES 35 SECONDS WEST, A DISTANCE OF 10.00 FEET TO A POINT ON THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF SOUTH FLORIDA AVENUE, STATE ROAD 37 BEING THE POINT OF BEGINNING.

LAND LYING IN POLK COUNTY, FLORIDA CONTAINS 2,771 SQUARE FEET OR 0.064 ACRES MORE OR LESS.

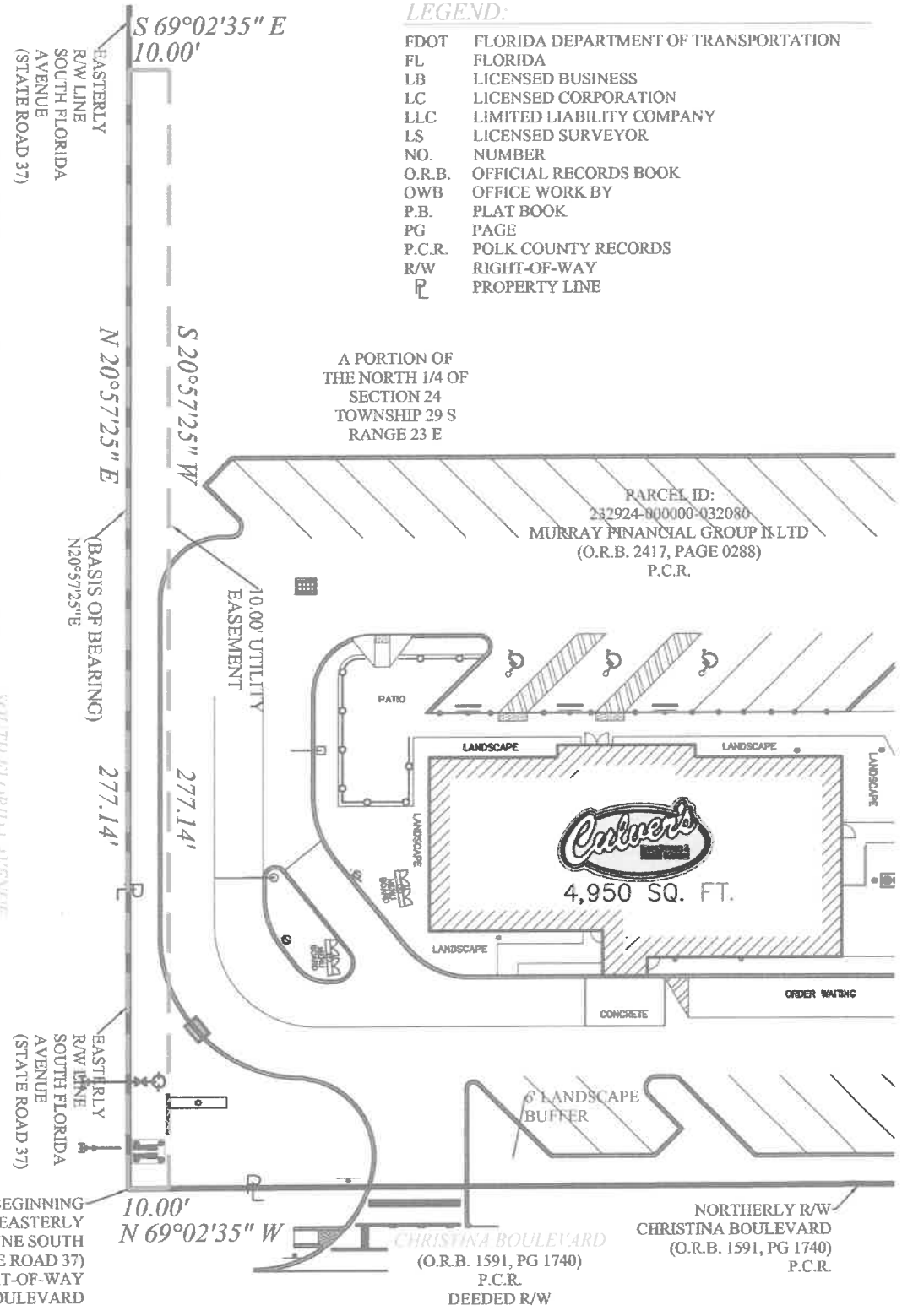
GENERAL NOTES:

1. BEARING STRUCTURE ASSUMED (N 20°57'25" E) ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH FLORIDA AVENUE. FOR ANGLE MEASUREMENT ONLY.
2. LEGAL DESCRIPTION NEW PER A1A SURVEYING, INC.

CULVER'S CHRISTINA
10' UTILITY EASEMENT

LEGEND:

FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FL	FLORIDA
LB	LICENSED BUSINESS
LC	LICENSED CORPORATION
LLC	LIMITED LIABILITY COMPANY
LS	LICENSED SURVEYOR
NO.	NUMBER
O.R.B.	OFFICIAL RECORDS BOOK
OWB	OFFICE WORK BY
P.B.	PLAT BOOK
PG	PAGE
P.C.R.	POLK COUNTY RECORDS
R/W	RIGHT-OF-WAY
℄	PROPERTY LINE



THE FOREGOING SKETCH IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AS PER CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

LS # 6378
10/17/2023
DAVID McMILLEN

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

OWB: BR	
DATE:	10/17/2023
MAP SUBJECT:	CULVER'S LAKELAND
SCALE:	1" = 40'

TYPE OF SURVEY:

SKETCH AND DESCRIPTION
10' UTILITY EASEMENT

Professional Surveyor
A1A SURVEYING, INC.
Phone: 386.679.2363
711 Pineland Trail, Ormond Beach, Florida 32174
Residential Commercial Construction
LB 8205

Polk County

Board of County Commissioners

Agenda Item R.45. 11/7/2023

SUBJECT

Accept instruments for additional right-of-way along Horseshoe Creek Road, Finney Road, Pipkin Creek Road, and Lake Alfred-Polk City Road as requested through the Development Review Process. (No fiscal impact)

DESCRIPTION

As a result of proposed developments adjacent to a County roadways, the County, through its Development Review Process has requested additional right-of-way in order to bring the rights-of-way adjacent to the subject sites up to current road classification standards. The owners have executed and delivered instruments to Polk County for the additional rights-of-way.

Accepting the following instruments will give the County the right-of-way needed to upgrade the existing rights-of-way to meet current road classification standards.

1. Quit Claim Deed from ADH Rollins Court, LLC, for additional right-of-way along Horseshoe Creek Road and along Finney Road in conjunction with a proposed residential development. The subject rights-of-way lie in Section 11, Township 27 South, Range 27 East.

2. Quit Claim Deed from Parkway Partners I, LLC, for additional right-of-way along Pipkin Creek Road in conjunction with a proposed residential development. The subject right-of-way lies in Section 03, Township 29 South, Range 23 East.

3. Quit Claim Deed from Pulte Home Company, LLC, for additional right-of-way along Lake Alfred -Polk City Road in conjunction with a proposed residential development. The subject right-of-way lies in Section 17, Township 27 South, Range 26 East.

RECOMMENDATION

Request Board accept the afore-mentioned Quit Claim Deeds.

FISCAL IMPACT

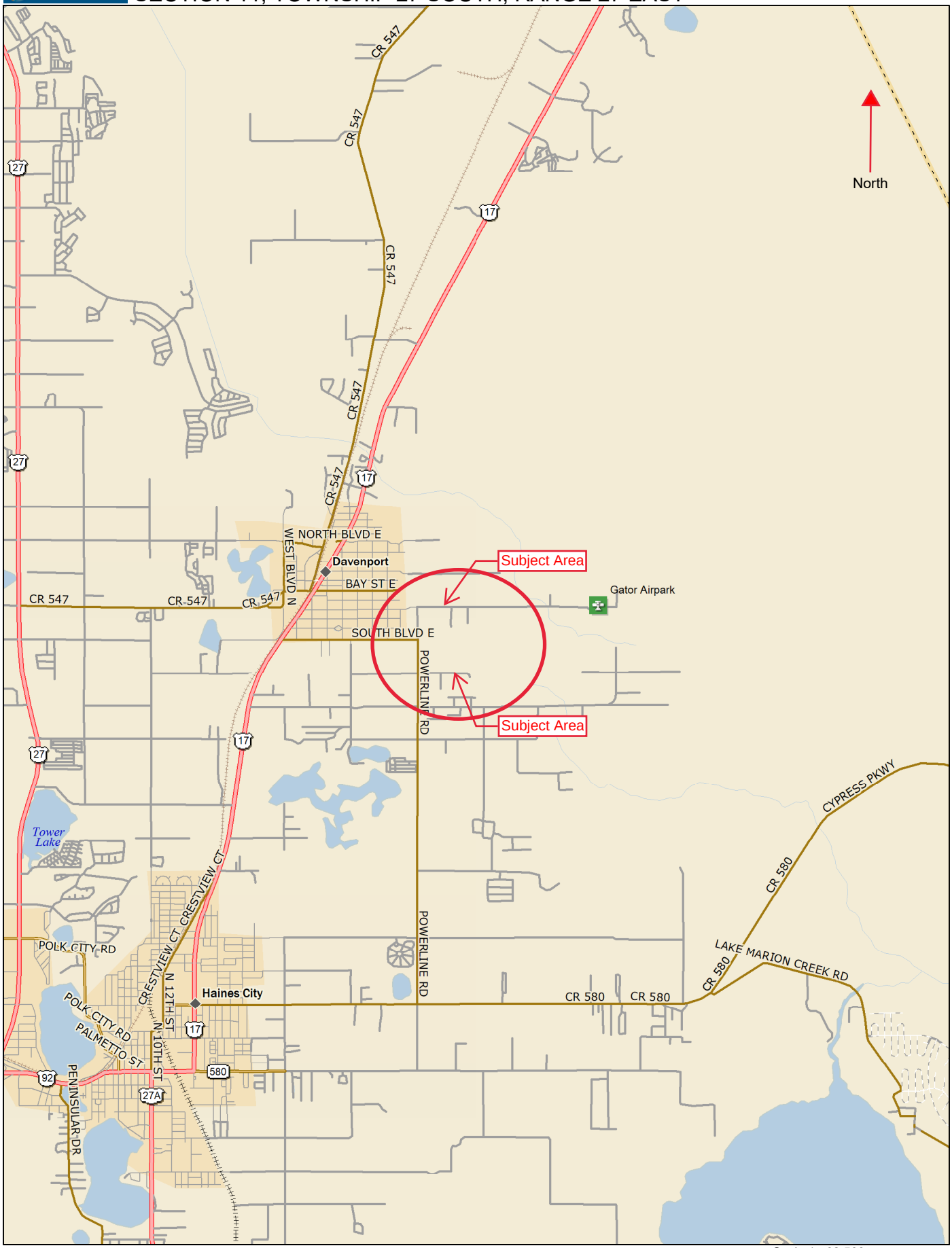
There is no fiscal impact associated with this agenda item.

CONTACT INFORMATION

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

DELORME SECTION 11, TOWNSHIP 27 SOUTH, RANGE 27 EAST

DeLorme Street Atlas USA® 2010



Data use subject to license.

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www.delorme.com

TN

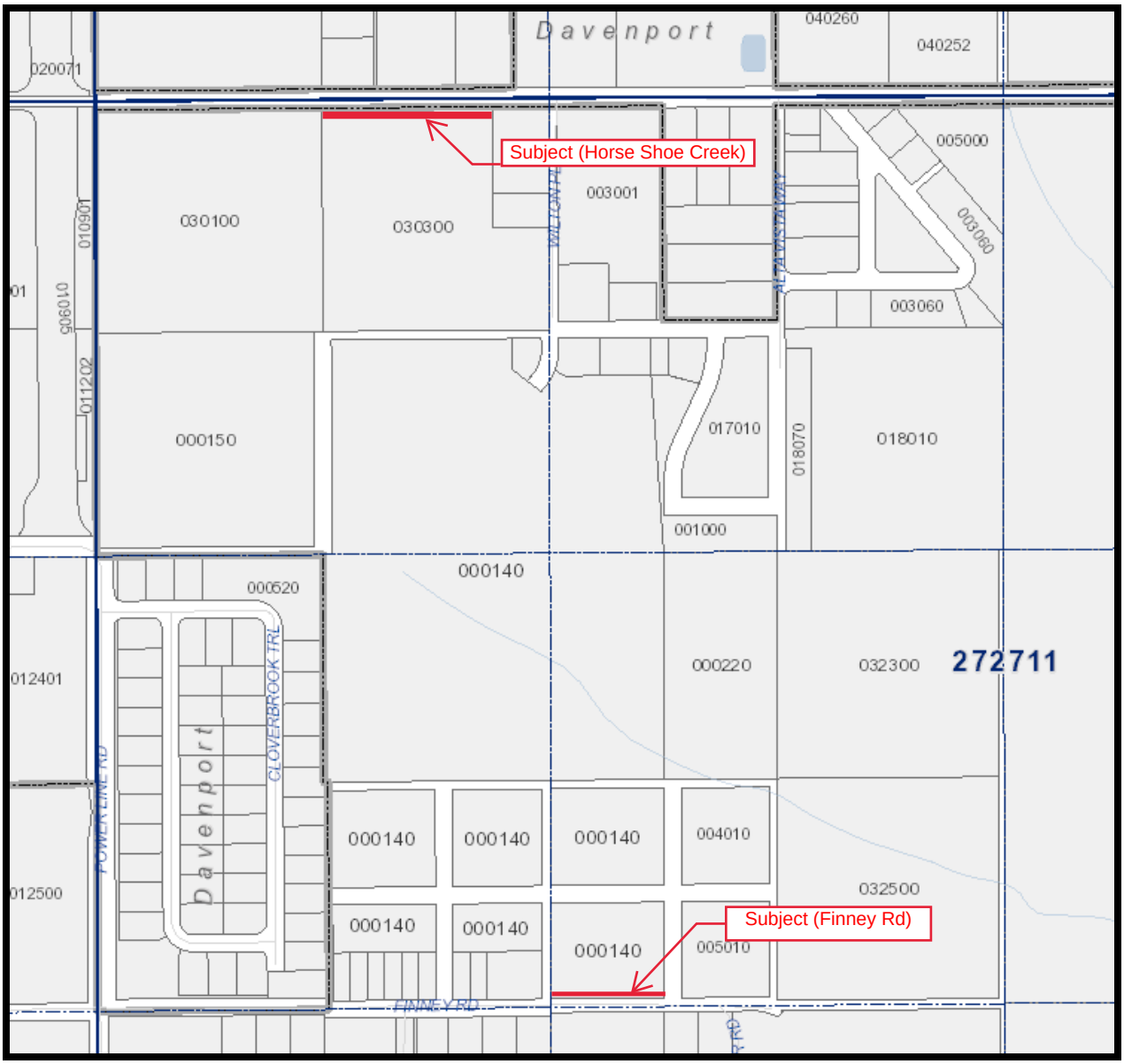
MN (6.5°W)

Scale 1 : 62,500

1" = 5,208.3 ft

Data Zoom 11-6

SECTION 11, TOWNSHIP 27 SOUTH, RANGE 27 EAST



This Instrument prepared under the direction of:
R. Wade Allen, Administrator
Polk County Real Estate Services
P.O. Box 9005, Drawer RE-01
Bartow, Florida 33831-9005
By: Scott C. Lowery
Project Name: DRC – Finney Rd / Horseshoe Creek Rd R/W
LDNON-2023-046 – Rollins Court

Parent Parcel ID Nos.: 272711-735500-000140 &
272711-734500-030300

QUIT CLAIM DEED

THIS INDENTURE, made this 6th day of October, 2023, between **ADH ROLLINS COURT, LLC,** a Florida limited liability company, whose address is 2544 Connection Point, Oviedo, Florida 32765, 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 Exhibits "A" and "B"

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

Shaman Forad'
Print Name

4700 Millenia Blv. Orlando FL 32839
Address

ADH ROLLINS COURT, LLC,
a Florida limited liability company

By: Plymouth Investments, LLC, a Florida limited liability company, its Manager

Malaynie Cummins
Witness #2

MALAYNIE CUMMINS
Print Name

4700 MILLENIA BLVD, ORLANDO, FL 32839
Address

By: Axis Development Holdings, LLC, a Florida limited liability company, its Manager

By: _____
Andon Calhoun, Managing Member

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 5 day of October, 2023, by Andon Calhoun, as Manager of Plymouth Investments, LLC, a Florida limited liability company, as Manager of Axis Development Holdings, LLC, a Florida limited liability company, as Manager of ADH Rollins Court, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced Drivers license as [X] identification. [ ]

(AFFIX NOTARY SEAL)

MARIA ESTHER PEREZ
Notary Public - State of Florida
Commission # HH 278619
My Comm. Expires Jun 21, 2026
Bonded through National Notary Assn.

_____
Notary Public

Maria Perez
Printed Name of Notary

HH278619
Commission Number and Expiration Date

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION

A parcel of land being a portion of Acreage Block B, REPLAT OF BLOCKS 3 AND 6 TERRACE PARK, according to the plat thereof, as recorded in Plat Book 29, Page 6 of the Public Records of Polk County, Florida, being more particularly described as follows:

Begin at the Southeast corner of Acreage Block B, REPLAT OF BLOCKS 3 AND 6 TERRACE PARK, according to the plat thereof, as recorded in Plat Book 29, Page 6 of the Public Records of Polk County, Florida; thence S89°30'30"W, along the North Right of Way line of Finney Road (Platted as Druid Avenue), a distance of 300.00 feet to the Southwest corner of said Acreage Block B; thence departing said North Right of Way line, run N00°16'00"W, along the West line of said Acreage Block B, a distance of 14.73 feet; thence departing said West line, run N89°30'30"E, a distance of 300.00 feet to the East line of said Acreage Block B; thence S00°16'00"E, along the East line of said Acreage Block B, a distance of 14.73 feet to the Point of Beginning.

Containing 4,419 square feet or 0.10 acres, more or less.

ABBREVIATIONS/LEGEND

SEC.	SECTION
TWP.	TOWNSHIP
RNG.	RANGE
TEMP.	TEMPORARY
NO.	NUMBER
S.	SOUTH
R.	RANGE
P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
●	DESCRIPTIVE POINT

NOTES

BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, (NAD 83, 2011 ADJUSTMENT).
THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.
THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: LUXER DEVELOPMENT, LLC

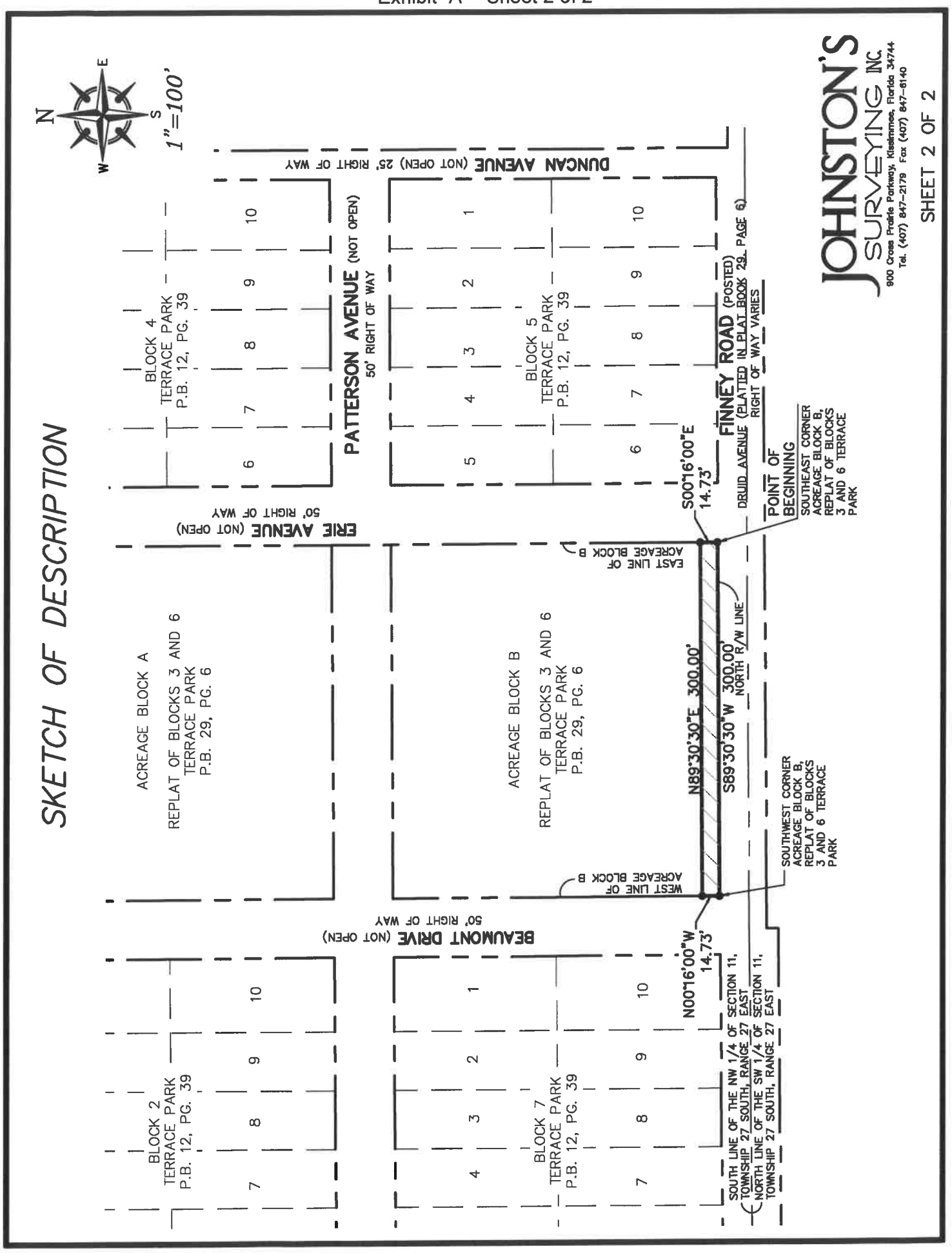
DATE OF SKETCH 7/13/2023	REVISIONS
SCALE 1" = 100'	
F.B. PAGE	
SECTION 11	
TWP. 27 S., RNG. 27 E.	
JOB NO. 22-437	SHEET 1 OF 2

JOHNSTON'S SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

7/17/2023

RICHARD D. BROWN, P.S.M #5700 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.


SKETCH OF DESCRIPTION
N
E
S
W
1"=100'
JOHNSTON'S SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140
SHEET 2 OF 2
DUNCAN AVENUE (NOT OPEN) 25' RIGHT OF WAY
PATTERSON AVENUE (NOT OPEN) 50' RIGHT OF WAY
ERIE AVENUE (NOT OPEN) 50' RIGHT OF WAY
BEAUMONT DRIVE (NOT OPEN) 50' RIGHT OF WAY
FINNEY ROAD (POSTED) (PLATTED IN PLAT BOOK 29, PAGE 6)
DRUID AVENUE RIGHT OF WAY VARIES
BLOCK 4 TERRACE PARK P.B. 12, PG. 39
BLOCK 5 TERRACE PARK P.B. 12, PG. 39
BLOCK 2 TERRACE PARK P.B. 12, PG. 39
BLOCK 7 TERRACE PARK P.B. 12, PG. 39
ACREAGE BLOCK A
REPLAT OF BLOCKS 3 AND 6 TERRACE PARK P.B. 29, PG. 6
ACREAGE BLOCK B
REPLAT OF BLOCKS 3 AND 6 TERRACE PARK P.B. 29, PG. 6
EAST LINE OF ACREAGE BLOCK B
WEST LINE OF ACREAGE BLOCK B
N89°30'30"E 300.00'
S89°30'30"W 300.00'
NORTH R/W LINE
S00°16'00"E 14.73'
N00°16'00"W 14.73'
POINT OF BEGINNING
SOUTHEAST CORNER ACREAGE BLOCK B, REPLAT OF BLOCKS 3 AND 6 TERRACE PARK
SOUTHWEST CORNER ACREAGE BLOCK B, REPLAT OF BLOCKS 3 AND 6 TERRACE PARK
SOUTH LINE OF THE NW 1/4 OF SECTION 11, TOWNSHIP 27 SOUTH, RANGE 27 EAST
NORTH LINE OF THE SW 1/4 OF SECTION 11, TOWNSHIP 27 SOUTH, RANGE 27 EAST

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION

A parcel of land being a portion of Tracts 3 and 4, FLORIDA DEVELOPMENT CO. TRACT of Section 11, Township 27 South, Range 27 East, according to the plat thereof, as recorded in Plat Book 3, Pages 60 through 63 of the Public Records of Polk County, Florida, being more particularly described as follows:

Begin at the Intersection of the South Right of Way line of Horseshoe Creek Road, according to Map Book 4, Pages 303–308 of the Public Records of Polk County, Florida and the West line of Tract 3, FLORIDA DEVELOPMENT CO. TRACT of Section 11, Township 27 South, Range 27 East, according to the plat thereof, as recorded in Plat Book 3, Pages 60 through 63 of the Public Records of Polk County, Florida; thence the following seven (7) courses and distances along said South Right of Way line: thence N89°33'49"E, a distance of 51.80 feet; thence S89°34'37"E, a distance of 86.68 feet; thence N88°28'31"E, a distance of 68.43 feet; thence N89°33'49"E, a distance of 81.58 feet; thence S89°44'56"E, a distance of 50.00 feet; thence N89°44'08"E, a distance of 100.00 feet; thence N89°33'49"E, a distance of 57.72 feet to a point on the West line of lands described in Official Records Book 7548, Page 298 of the Public Records of Polk County, Florida; thence departing said South Right of Way line, run S00°07'39"E, along said West line, a distance of 22.99 feet; thence departing said West line, run N90°00'00"W, a distance of 13.19 feet; thence S89°31'16"W, a distance of 483.00 feet to a point on the West line of aforesaid Tract 3, FLORIDA DEVELOPMENT CO. TRACT of Section 11, Township 27 South, Range 27 East; thence N00°08'42"W, along said West line, a distance of 24.15 feet to the Point of Beginning.

Containing 11,648 square feet or 0.27 acres, more or less.

ABBREVIATIONS/LEGEND

SEC.	SECTION
TWP.	TOWNSHIP
RNG.	RANGE
TEMP.	TEMPORARY
NO.	NUMBER
S.	SOUTH
R.	RANGE
P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
●	DESCRIPTIVE POINT

NOTES

BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, (NAD 83, 2011 ADJUSTMENT).
THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.
THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: LUXER DEVELOPMENT, LLC

DATE OF SKETCH 7/13/2023	REVISIONS
SCALE 1" = 100'	
F.B. PAGE	
SECTION 11	
TWP. 27 S., RNG. 27 E.	
JOB NO. 22-437	SHEET 1 OF 2

JOHNSTON'S SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

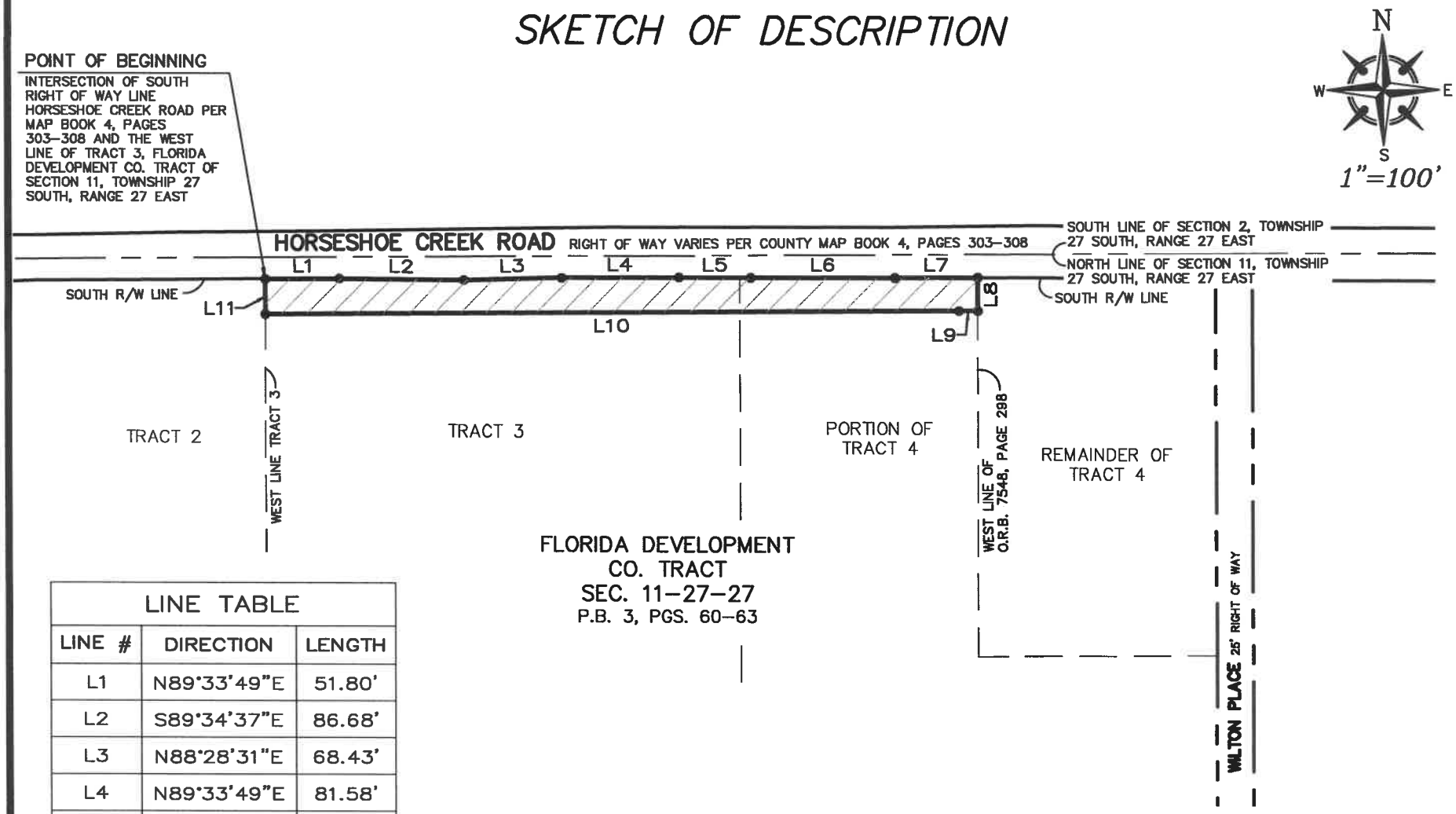
7/17/2023

RICHARD D. BROWN, P.S.M #5700 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION

POINT OF BEGINNING
INTERSECTION OF SOUTH RIGHT OF WAY LINE HORSESHOE CREEK ROAD PER MAP BOOK 4, PAGES 303–308 AND THE WEST LINE OF TRACT 3, FLORIDA DEVELOPMENT CO. TRACT OF SECTION 11, TOWNSHIP 27 SOUTH, RANGE 27 EAST



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N89°33'49"E	51.80'
L2	S89°34'37"E	86.68'
L3	N88°28'31"E	68.43'
L4	N89°33'49"E	81.58'
L5	S89°44'56"E	50.00'
L6	N89°44'08"E	100.00'
L7	N89°33'49"E	57.72'
L8	S00°07'39"E	22.99'
L9	N90°00'00"W	13.19'
L10	S89°31'16"W	483.00'
L11	N00°08'42"W	24.15'

JOHNSTON'S SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847–2179 Fax (407) 847–6140

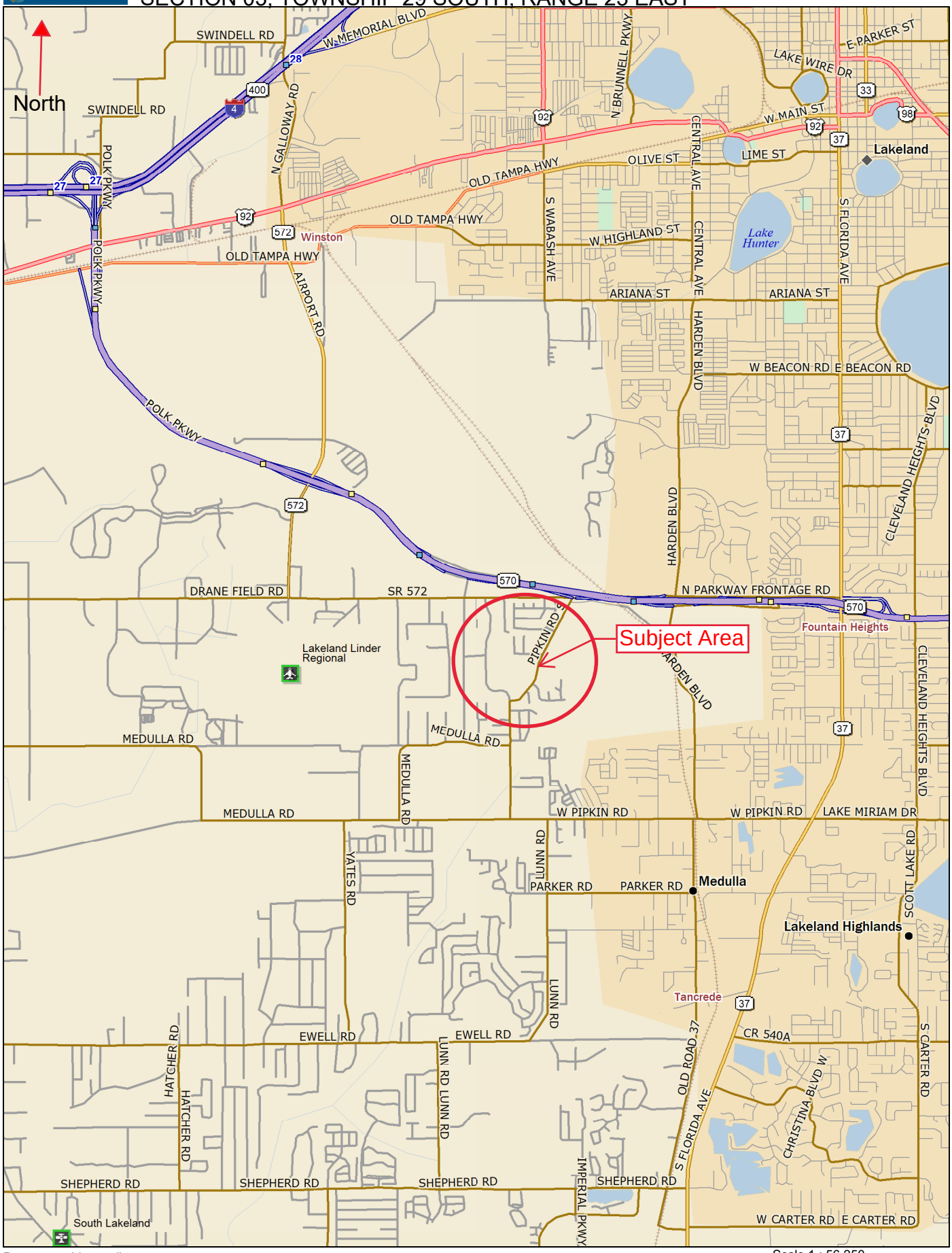
SHEET 2 OF 2

Exhibit "B" - Sheet 2 of 2

DeLorme

SECTION 03, TOWNSHIP 29 SOUTH, RANGE 23 EAST

DeLorme Street Atlas USA® 2010



Data use subject to license.

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www.delorme.com

TN

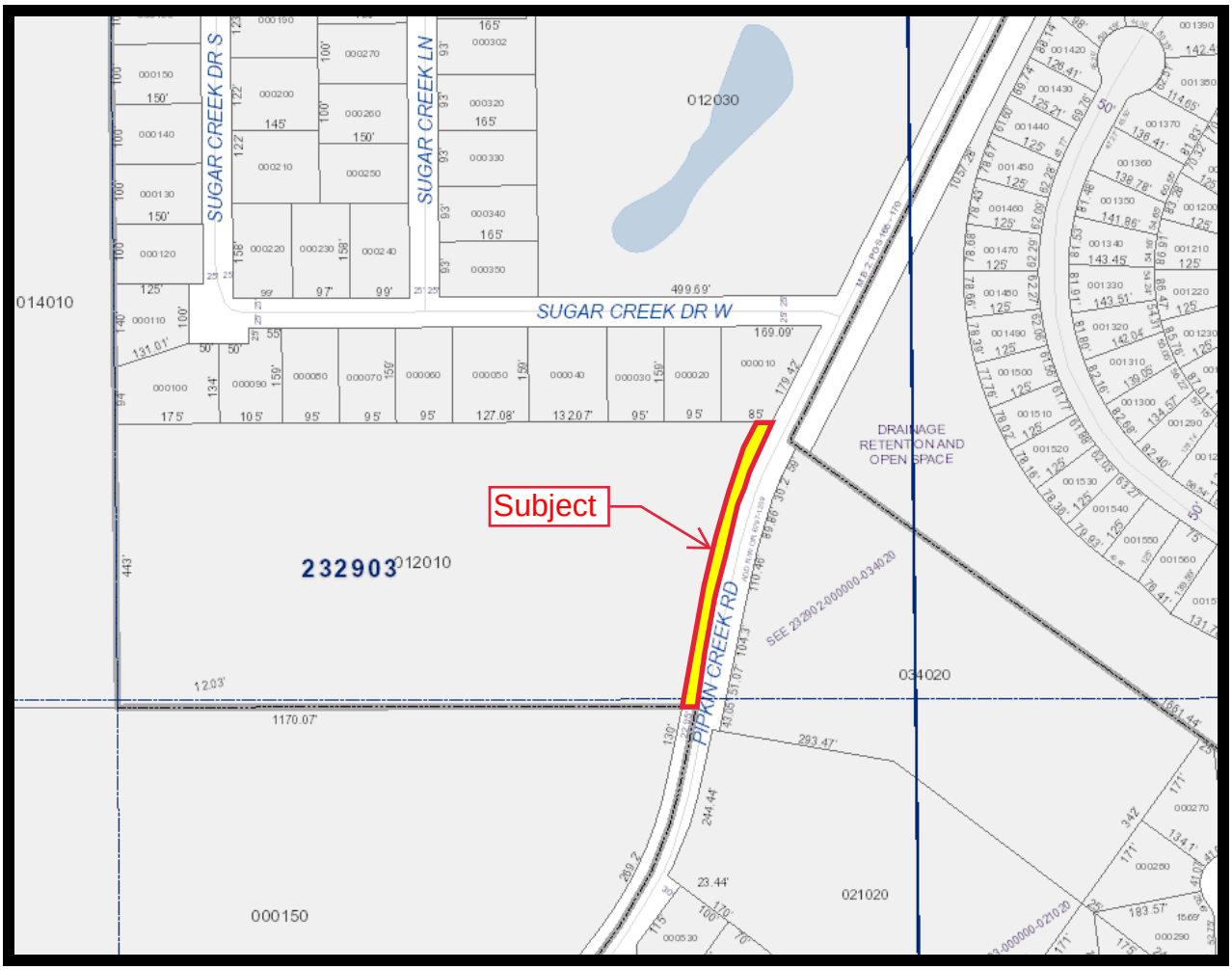
MN (6.2°W)

Scale 1 : 56,250

1" = 4,687.5 ft

Data Zoom 11-7

SECTION 03, TOWNSHIP 29 SOUTH, RANGE 23 EAST



This Instrument prepared under the direction of:
R. Wade Allen, Administrator
Polk County Real Estate Services
P.O. Box 9005, Drawer RE-01
Bartow, Florida 33831-9005
By: Scott C. Lowery
Project Name: DRC – South Pipkin Road R/W
LDNON-2023-128 – Pipkin Creek

Parent Parcel ID No.: 232903-000000-012010

QUIT CLAIM DEED

THIS INDENTURE, made this 16 day of October, 2023, between **PARKWAY PARTNERS I, LLC,** a Florida limited liability company, whose address is 3700 DMG Drive, 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
Drew Phillips
Print Name
3700 DMG Drive, Lakeland, FL 33811
Address

Witness #2
Brad Clark
Print Name
3700 DMG Drive, Lakeland, FL 33811
Address

PARKWAY PARTNERS I, LLC,
a Florida limited liability company

By: Marcobay Construction, Inc., a Florida corporation, its Managing Member

By: _____
Jimmy Vessels, President

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 16th day of October, 2023, by Jimmy Vessels, as President of Marcobay Construction, Inc., a Florida corporation as Managing Member of Parkway Partners I, LLC, a Florida limited liability company, on behalf of the company, who ☑ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public

Tamela L. Brend
Printed Name of Notary

GG932198 / 12-15-2023
Commission Number and Expiration Date

TAMELA L. BREND
Commission # GG 932198
Expires December 15, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

DESCRIPTION SKETCH

SHEET THREE OF THREE

DESCRIPTION:

That part of the Southeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 29 South, Range 23 East, Polk County, Florida, being described as follows:

Commence at the intersection of the West Maintained Right of Way line of South Pipkin Road as shown on Map Book 2, Page 170 of the Public Records of Polk County, Florida and the South line of the North 12.03 feet of the said Southeast 1/4, thence South 89°40'10" West a distance of 21.43 feet to the Northeast corner of PARKWAY CORPORATE CENTER as recorded in Plat Book 120, Page 22, of the Public Records of Polk County, Florida, thence North 11°29'49" East a distance of 244.40 feet to the Point of Curvature of a curve concaved to the Easterly having a Radius of 804.63 feet, a Central Angle of 14°12'21", a Chord Bearing of North 18°36'00" East and a Chord Distance of 198.99 feet, thence along the arc of said curve a distance of 199.50 feet to the Point of Tangency, thence North 25°42'11" East a distance of 30.62 feet to the North line of the South 443.00 feet of the said Southeast 1/4 of the Northeast 1/4 of said Section 3, thence North 89°40'03" East, along said North line, a distance of 19.21 feet again to the said West Maintained Right of Way line of South Pipkin Road, thence South along the said West Right of way line the following five (5) calls, (1) thence South 25°43'23" West a distance of 76.36 feet, (2) thence South 17°05'06" West a distance of 103.38 feet, (3) thence South 12°42'49" West a distance of 100.03 feet, (4) thence South 11°20'20" West a distance of 100.00 feet, (5) thence South 11°03'09" West a distance of 94.19 feet to the POINT OF BEGINNING. Said tract containing 9,351 square feet or 0.21 acres, more or less.

MARK D. PORTER CERTIFICATE No. 3340 STATE OF FLORIDA REGISTERED SURVEYOR

CERTIFICATION:

I hereby certify that this drawing correctly reflects the description hereon and meets the Standards of Practice, adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 5J-17.05, of the Florida Administrative Code, pursuant to Section 472.027, Florida Statues.

DATE:
OCTOBER 11, 2023

PORTER GPS
GEOGRAPHICAL POSITIONING AND SURVEYING

THIS IS NOT A SURVEY

Mark D. Porter Florida Registration #3340
PORTER GEOGRAPHICAL POSITIONING & SURVEYING
5338 U.S. HIGHWAY 98 NORTH
LAKELAND, FLORIDA 33809
LB #6765
(863) 853-1496
portergps@portergps.com

Job Number: A-23-2837.04

DESCRIPTION SKETCH

SHEET ONE OF THREE

NOTES:

1.) BEARINGS ARE BASED ON THE NORTH LINE OF PARKWAY CORPORATE CENTER AS BEING N89°40'10"W (GRID).

NORTH

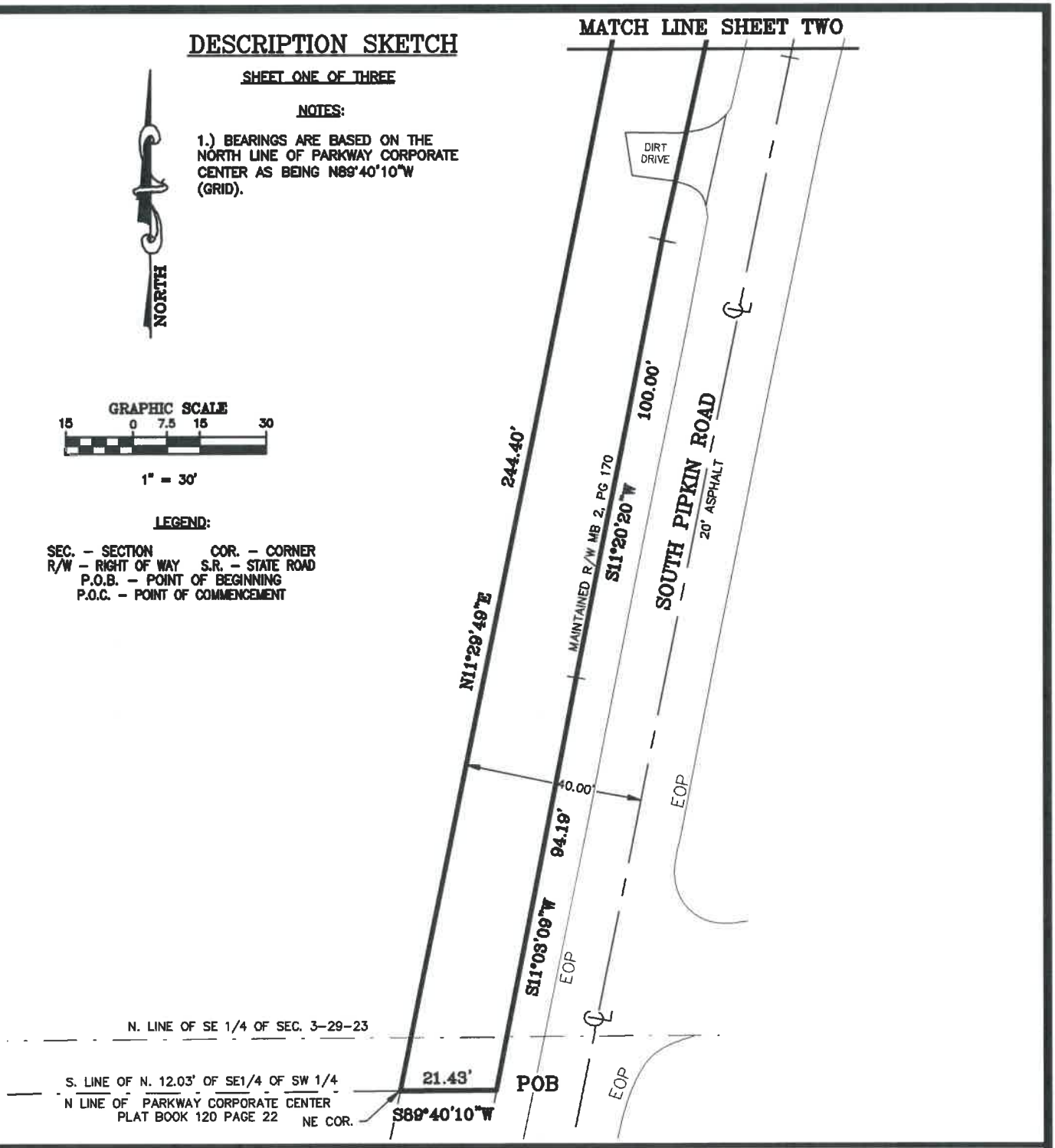
GRAPHIC SCALE

15 0 7.5 15 30

1" = 30'

LEGEND:

SEC. – SECTION COR. – CORNER
R/W – RIGHT OF WAY S.R. – STATE ROAD
P.O.B. – POINT OF BEGINNING
P.O.C. – POINT OF COMMENCEMENT



DATE:
OCTOBER 11, 2023

PORTER GPS
GEOGRAPHICAL POSITIONING AND SURVEYING

PORTER GEOGRAPHICAL POSITIONING & SURVEYING
5338 U.S. HIGHWAY 98 NORTH
LAKELAND, FLORIDA 33809
LB #6765
(863) 853-1496 FAX: (863) 940-9861
portergps@portergps.com

THIS IS NOT A SURVEY

Job Number: A-23-2837.04

Exhibit "A" - Sheet 3 of 3

DESCRIPTION SKETCH

SHEET TWO OF THREE

GRAPHIC SCALE

15 0 7.5 15 30

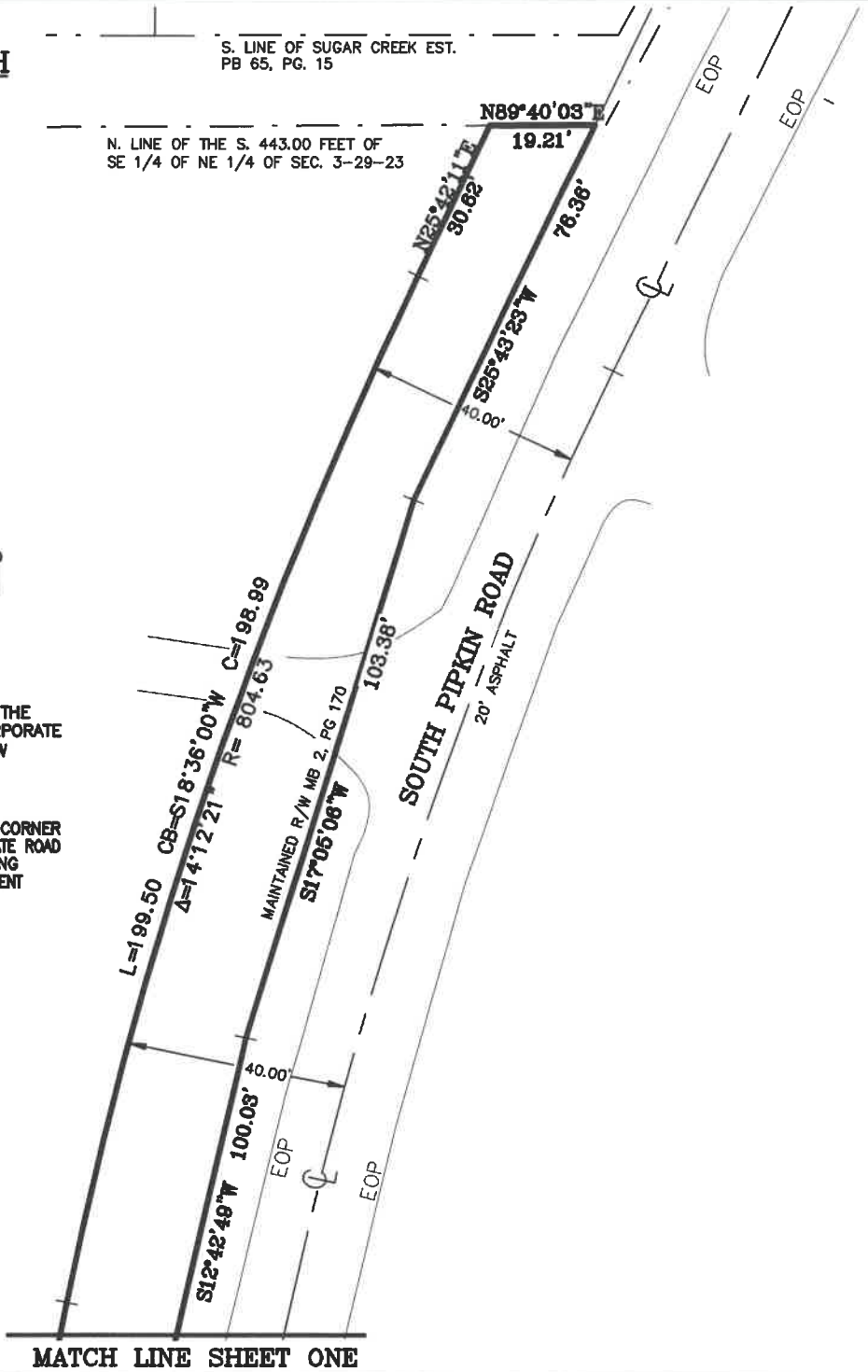
1" = 30'

NOTES:

1.) BEARINGS ARE BASED ON THE NORTH LINE OF PARKWAY CORPORATE CENTER AS BEING N89°40'10"W (GRID).

LEGEND:

SEC. – SECTION COR. – CORNER
R/W – RIGHT OF WAY S.R. – STATE ROAD
P.O.B. – POINT OF BEGINNING
P.O.C. – POINT OF COMMENCEMENT



DATE:
OCTOBER 11, 2023

PORTER GPS
GEOGRAPHICAL POSITIONING AND SURVEYING

PORTER GEOGRAPHICAL POSITIONING & SURVEYING
5338 U.S. HIGHWAY 98 NORTH
LAKELAND, FLORIDA 33809
LB #6765
(863) 853-1496 FAX: (863) 940-9861
portergps@portergps.com

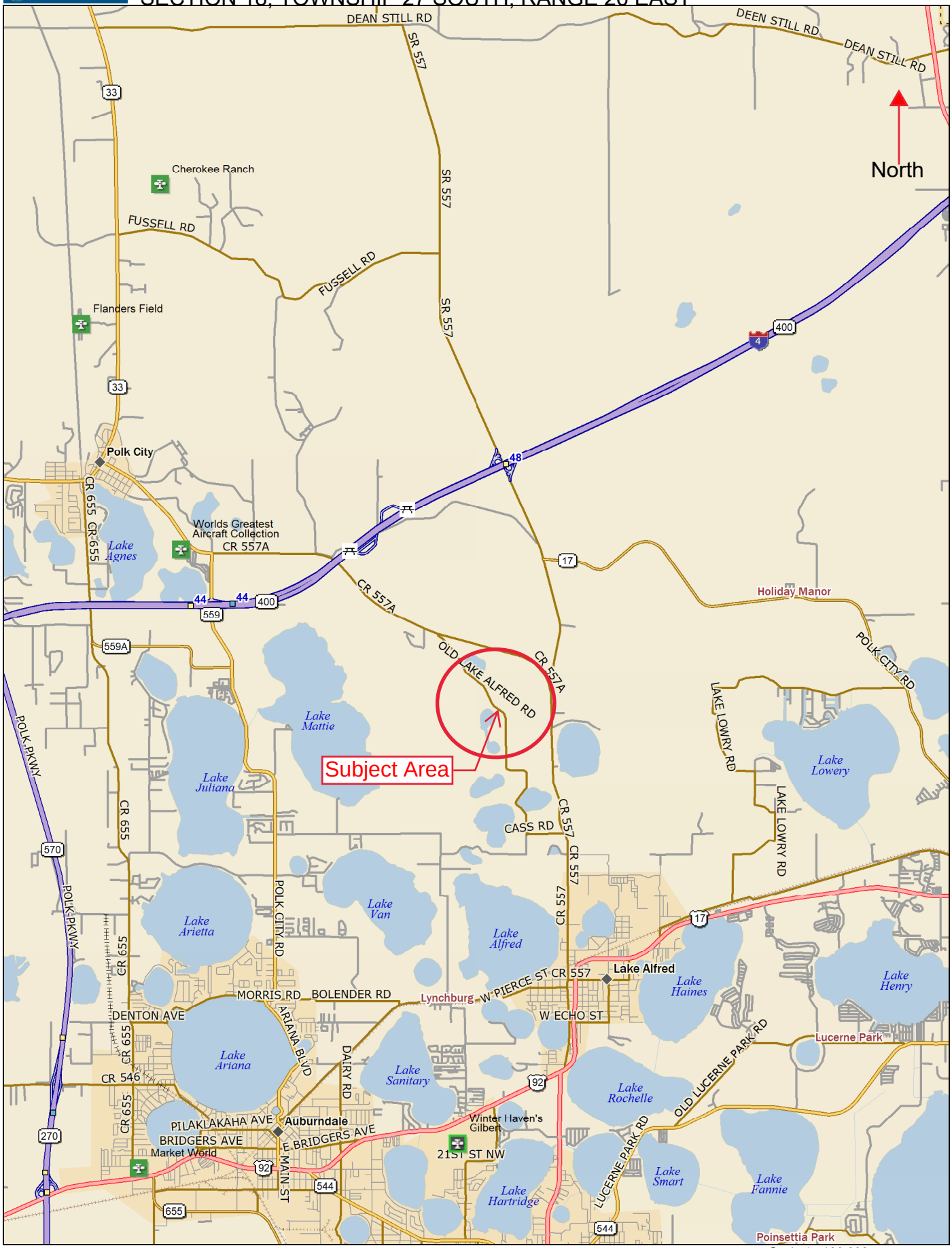
THIS IS NOT A SURVEY

Job Number: A-23-2837.04

DeLorme

SECTION 18, TOWNSHIP 27 SOUTH, RANGE 26 EAST

DeLorme Street Atlas USA® 2010



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www.delorme.com

TN

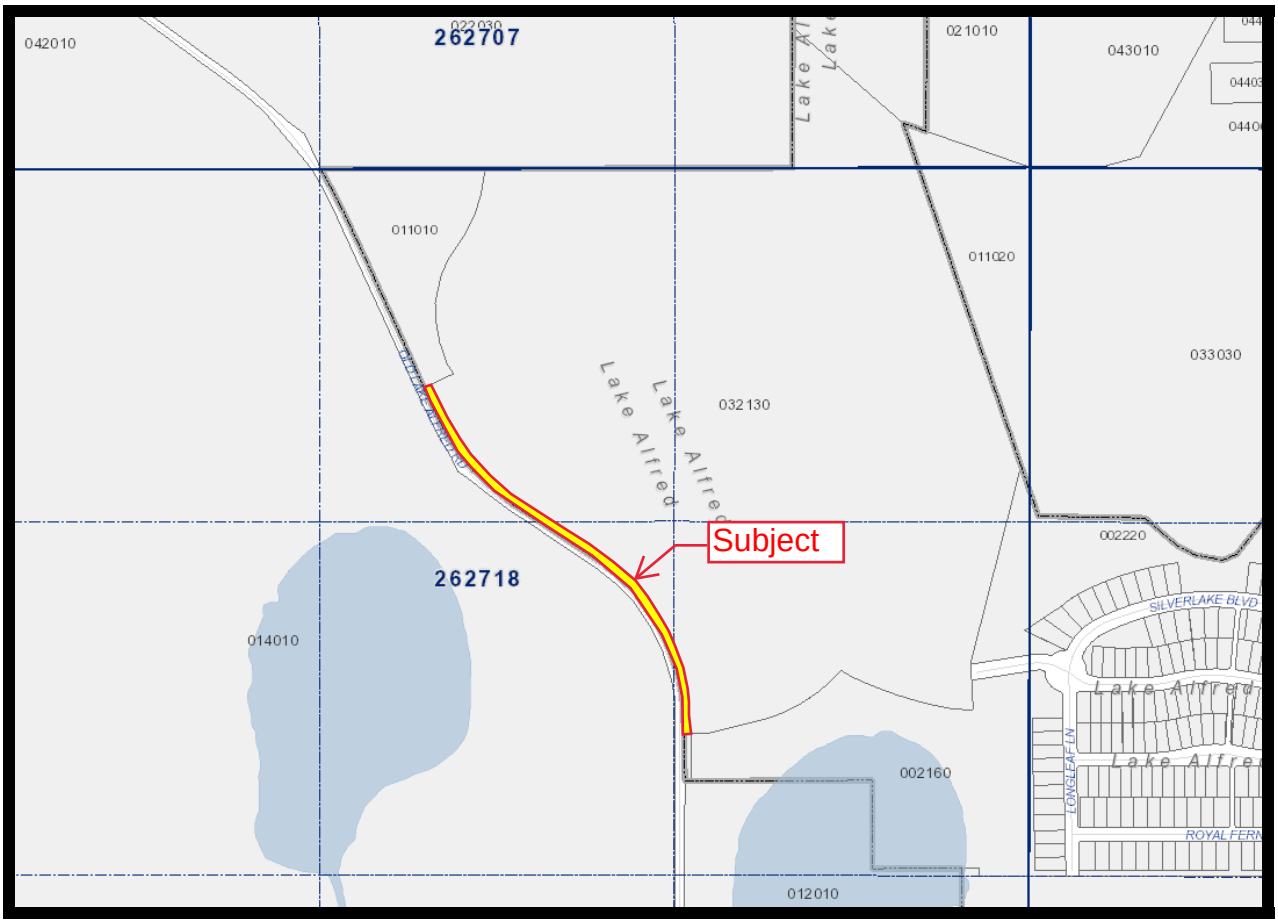
MN (6.4°W)

Scale 1 : 100,000

1" = 1.58 mi

Data Zoom 11-0

SECTION 18, TOWNSHIP 27 SOUTH, RANGE 26 EAST



This Instrument prepared under the direction of:
R. Wade Allen, Administrator
Polk County Real Estate Services
P.O. Box 9005, Drawer RE-01
Bartow, Florida 33831-9005
By: Scott C. Lowery
Project Name: DRC – Lake Alfred-Polk City Rd R/W
Silverlake Phase II

Parent Parcel ID No.: 262717-000000-032130

QUIT CLAIM DEED

THIS INDENTURE, made this 12 day of October, 2023, between **PULTE HOME COMPANY, LLC,** a Michigan limited liability company, whose address is 3350 Peachtree Road Northeast, Suite 1500, Atlanta, Georgia 30326, 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

Brady Lefen
Print Name

2662 S. Falkenburg Rd.
Address Riverview, FL 33578

Witness #2

JAMES TAYLOR
Print Name

2662 S. Falkenburg Rd.
Address Riverview, FL 33578

PULTE HOME COMPANY, LLC,
a Michigan limited liability company

By: _____
Ray Aponte, Director – Land Development (West Florida)

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12 day of October, 2023, by Ray Aponte, as Director – Land Development (West Florida) of Pulte Home Company, LLC, a Michigan limited liability company, on behalf of the company, who ☑ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

LAUREN LEIGH CHERPOCK
Notary Public - State of Florida
Commission # HH 228449
My Comm. Expires Feb 14, 2026
Bonded through National Notary Assn.

Lauren Leigh Cherpock
Notary Public

Lauren Leigh Cherpock
Printed Name of Notary

HH228449
Commission Number and Expiration Date

SECTION 18, TOWNSHIP 27 SOUTH, RANGE 26 EAST
POLK COUNTY, FLORIDA

Exhibit "A" - Sheet 1 of 5

Reserved for Circuit Court

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN A PORTION OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 27 SOUTH, RANGE 26 EAST, AS RECORDED IN OFFICIAL RECORDS BOOK 2700, PAGE 437 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA; THENCE NORTH 89°53'09" EAST, ALONG THE NORTHERLY LINE OF THE NORTHEAST 1/4 OF SAID SECTION 18, A DISTANCE OF 6.75 FEET TO A POINT ON THE EASTERLY MAINTAINED RIGHT OF WAY LINE OF LAKE ALFRED - POLK CITY ROAD, AS MONUMENTED; THENCE SOUTHERLY, DEPARTING THE NORTHERLY LINE OF THE NORTHEAST 1/4 OF SAID SECTION 18, AND ALONG THE EASTERLY MAINTAINED RIGHT OF WAY LINE OF SAID LAKE ALFRED - POLK CITY ROAD, THE FOLLOWING NINE (9) COURSES; (1) SOUTH 28°39'38" EAST, A DISTANCE OF 88.85 FEET; THENCE (2) SOUTH 27° 27'44" EAST, A DISTANCE OF 100.16 FEET; THENCE (3) SOUTH 24°53'12" EAST, A DISTANCE OF 100.02 FEET; THENCE (4) SOUTH 25°20'42" EAST, A DISTANCE OF 100.03 FEET; THENCE (5) SOUTH 24°08'31" EAST, A DISTANCE OF 100.02 FEET; THENCE (6) SOUTH 24°46'20" EAST, A DISTANCE OF 100.02 FEET; THENCE (7) SOUTH 24°36'01" EAST, A DISTANCE OF 200.04 FEET; THENCE (8) SOUTH 23°37'35" EAST, A DISTANCE OF 100.03 FEET; THENCE (9) SOUTH 24°46'20" EAST, A DISTANCE OF 14.53 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE NORTH 64°21'03" EAST, DEPARTING THE EASTERLY MAINTAINED RIGHT OF WAY LINE OF SAID LAKE ALFRED - POLK CITY ROAD, A DISTANCE OF 20.54 FEET; THENCE SOUTH 24°51'55" EAST, A DISTANCE OF 90.43 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 725.41 FEET AND A CENTRAL ANGLE OF 32°59'09"; THENCE SOUTHEASTERLY, A DISTANCE OF 417.63 FEET, ALONG THE ARC OF SAID CURVE TO THE LEFT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 39°04'14" EAST, AND A CHORD DISTANCE OF 411.89 FEET; THENCE SOUTH 56°41'28" EAST, A DISTANCE OF 395.43 FEET TO A POINT ON A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 776.14 FEET AND A CENTRAL ANGLE OF 59°12'09"; THENCE SOUTHEASTERLY, A DISTANCE OF 801.97 FEET, ALONG THE ARC OF SAID CURVE TO THE RIGHT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING SOUTH 27°08'01" EAST, AND A CHORD DISTANCE OF 766.77 FEET; THENCE NORTH 89°59'22" WEST, A DISTANCE OF 25.58 FEET TO A POINT ON THE EASTERLY MAINTAINED RIGHT OF WAY LINE OF LAKE ALFRED - POLK CITY ROAD, AS MONUMENTED; THENCE, NORTHERLY, ALONG THE EASTERLY MAINTAINED RIGHT OF WAY LINE OF SAID LAKE ALFRED - POLK CITY ROAD, THE FOLLOWING TWENTY (20) COURSES; (1) NORTH 0°00" 18" WEST, A DISTANCE OF 22.88 FEET; THENCE (2) NORTH 2°13'59" WEST, A DISTANCE OF 100.07 FEET; THENCE (3) NORTH 7°33'38" WEST, A DISTANCE OF 80.70 FEET; THENCE (4) NORTH 18°49'57" WEST, A DISTANCE OF 121.20 FEET; THENCE (5) NORTH 27°10'18" WEST, A DISTANCE OF 99.99 FEET; THENCE (6) NORTH 35°38'29" WEST, A DISTANCE OF 101.15 FEET; THENCE (7) NORTH 28°56'50" WEST, A DISTANCE OF 40.20 FEET; THENCE (8) NORTH 47°06'25" WEST, A DISTANCE OF 60.47 FEET; THENCE (9) NORTH 49°17'49" WEST, A DISTANCE OF 100.38 FEET; THENCE (10) NORTH 56°09'02" WEST, A DISTANCE OF 100.29 FEET; THENCE (11) NORTH 56°40'27" WEST, A DISTANCE OF 100.24 FEET; THENCE (12) NORTH 57°04'38" WEST, A DISTANCE OF 99.99 FEET; THENCE (13) NORTH 57°01'12" WEST, A DISTANCE OF 99.99 FEET; THENCE (14) NORTH 51°32'54" WEST, A DISTANCE OF 100.36 FEET; THENCE (15) NORTH 47°09'00" WEST, A DISTANCE OF 101.33 FEET; THENCE (16) NORTH 38°45'34" WEST, A DISTANCE OF 33.32 FEET; THENCE (17) NORTH 41°36'41" WEST, A DISTANCE OF 43.70 FEET; THENCE (18) NORTH 32°48'56" WEST, A DISTANCE OF 101.08 FEET; THENCE (19) NORTH 26°20'40" WEST, A DISTANCE OF 100.05 FEET; THENCE (20) NORTH 24°46'20" WEST, A DISTANCE OF 85.49 FEET TO THE POINT OF BEGINNING.

CONTAINS 42,892.08 SQUARE FEET OR 0.985 ACRES, MORE OR LESS.

NOTES

1. THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE UNDERSIGNED PROFESSIONAL'S KNOWLEDGE, INFORMATION, AND BELIEF, AND IN ACCORDANCE WITH THE COMMONLY ACCEPTED PROCEDURE CONSISTENT WITH THE APPLICABLE STANDARDS OF PRACTICE, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE EITHER EXPRESSED OR IMPLIED.
2. IF THIS DOCUMENT DOES NOT CONTAIN A RAISED IMPRESSION OR INK SEAL OF THE UNDERSIGNED PROFESSIONAL, IT IS NOT AN AUTHORIZED ORIGINAL DOCUMENT AND MAY HAVE BEEN ALTERED.
3. BEARINGS SHOWN HEREON ARE BASED THE NORTHERLY LINE OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 26 EAST BEING NORTH 89°53'09" EAST.
4. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
6. THIS IS NOT A BOUNDARY SURVEY.

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY

(SEE SHEET 2 FOR PARENT PARCEL)
(SEE SHEETS 3 & 4 FOR SKETCH OF DESCRIPTION)
(SEE SHEET 5 FOR LINE & CURVE TABLES)

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SURVEYOR'S CERTIFICATE

THIS CERTIFIES THAT THE SKETCH REPRESENTED HEREON WAS PERFORMED UNDER MY DIRECT SUPERVISION AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUES, AND THAT THE SKETCH HEREON IS A TRUE AND ACCURATE REPRESENTATION THEREOF TO THE BEST OF MY KNOWLEDGE AND BELIEF, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

CHARLES DAVID FERRARO - REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATION NO. 4788

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SILVER LAKE PHASE 2
RIGHT OF WAY DEDICATION
FOR
PULTE HOMES
COMPANY, LLC.

2830 HIGHWAY 557
POLK CITY
POLK COUNTY
FLORIDA

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SURVEY FIRM: LB7388

SILVER LAKE PHASE 2
RIGHT OF WAY DEDICATION

SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	06/14/23	RPK	CDF

PROJECT NUMBER: 21000074A
DRAWING NAME: V-EXBT-ROW

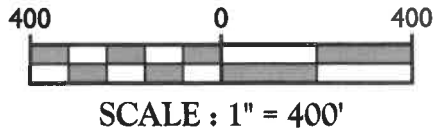
SHEET TITLE: EXHIBIT "A"

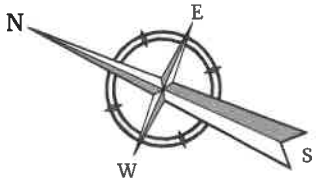
SHEET NUMBER: 1 of 5

By: SRODRIGUEZ
0074A\Survey\Exhibits\V-EXBT-ROW.dwg\SHT-01
1274

SECTION 18, TOWNSHIP 27 SOUTH, RANGE 26 EAST
POLK COUNTY, FLORIDA

Exhibit "A" - Sheet 2 of 5





Reserved for Circuit Court

EAST LINE OF SECTION 18-27-26

(BASIS OF BEARINGS) N 89°53'09" E 1,767.72'

NORTH LINE OF NE 1/4 SECTION 18-27-26

PHASE 2

PULTE HOME COMPANY LLC
PID #26-27-17-000000-032130
ORB 12042, PG 1557
NOT INCLUDED

WETLAND AREA "A"

WETLAND AREA "B"

TRACT I SILVERLAKE PHASE I PLAT BOOK 195, PAGES 21-26 NOT INCLUDED

RIGHT OF WAY DEDICATION
42,892.08± S.F.
(0.985± ACRES)
SEE SHEETS 4 & 5

NOT INCLUDED
ROHLFING GROVES COMPANY GEN PRT
PID #26-27-18-000000-011010
O.R.B. 2700, PG. 437

EASTERLY MAINTAINED RIGHT OF WAY LINE OF LAKE ALFRED-POLK CITY ROAD AS MONUMENTED

LAKE ALFRED - POLK CITY ROAD
MAINTAINED RIGHT OF WAY WIDTH VARIES
MAINTAINED RIGHT OF WAY MAP BOOK 2, PAGES 323-327

EXISTING RIGHT OF WAY LINE
PB 195, PG 21-26

POINT OF COMMENCEMENT NW CORNER OF THE NE 1/4 OF SECTION 18-27-26

POINT OF BEGINNING RIGHT OF WAY DEDICATION

(SEE SHEET 1 FOR DESCRIPTION OF SKETCH)
(SEE SHEET 2 FOR PARENT PARCEL)
(SEE SHEETS 3 & 4 FOR SKETCH OF DESCRIPTION)
(SEE SHEET 5 FOR LINE & CURVE TABLES)

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SILVER LAKE PHASE 2
RIGHT OF WAY DEDICATION
FOR
PULTE HOMES COMPANY, LLC.

2830 HIGHWAY 557
POLK CITY
POLK COUNTY
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SILVER LAKE PHASE 2
RIGHT OF WAY DEDICATION

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1" = 400'	06/14/23	RPK	CDF

PROJECT NUMBER: 21000074A
DRAWING NAME: V-EXBT-ROW

SHEET TITLE: EXHIBIT "A"

SHEET NUMBER: 2 of 5

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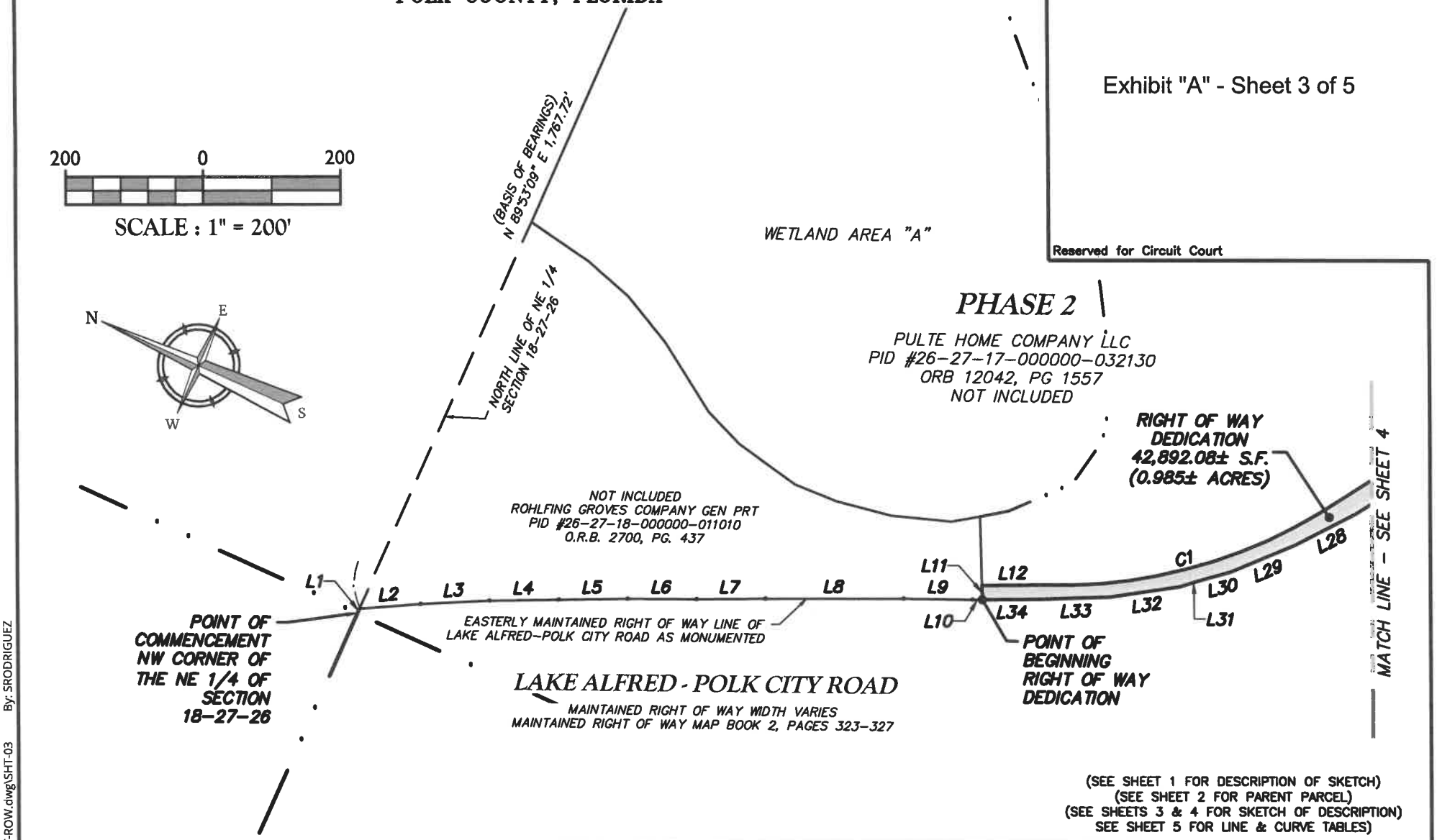
Exhibit "A" - Sheet 3 of 5

SECTION 18, TOWNSHIP 27 SOUTH, RANGE 26 EAST
POLK COUNTY, FLORIDA



(SEE SHEET 1 FOR DESCRIPTION OF SKETCH)
(SEE SHEET 2 FOR PARENT PARCEL)
(SEE SHEETS 3 & 4 FOR SKETCH OF DESCRIPTION)
SEE SHEET 5 FOR LINE & CURVE TABLES)

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SILVER LAKE PHASE 2
RIGHT OF WAY DEDICATION

SCALE:	DATE:	DRAWN BY:	CHECKED BY:
1" = 200'	06/14/23	RPK	CDF

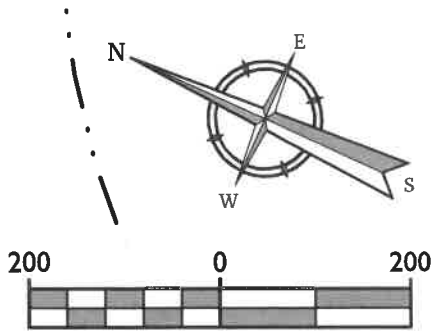
PROJECT NUMBER:	DRAWING NAME:
21000074A	V-EXBT-ROW

SHEET TITLE: EXHIBIT "A"

SHEET NUMBER: 3 of 5

0074A\Survey\Exhibits\V-EXBT-ROW.dwg\SHT-03 By: SRODRIGUEZ

SECTION 18, TOWNSHIP 27 SOUTH, RANGE 26 EAST
POLK COUNTY, FLORIDA



SCALE : 1" = 200'

PHASE 2

PULTE HOME COMPANY LLC
PID #26-27-17-000000-032130
ORB 12042, PG 1557
NOT INCLUDED

Reserved for Circuit Court

RIGHT OF WAY DEDICATION
42,892.08± S.F.
(0.985± ACRES)

TRACT I
SILVERLAKE PHASE I
PLAT BOOK 195, PAGES 21-26
NOT INCLUDED

EXISTING RIGHT OF WAY LINE
PB 195, PG 21-26

EASTERLY MAINTAINED RIGHT OF WAY LINE OF LAKE ALFRED-POLK CITY ROAD AS MONUMENTED

LAKE ALFRED - POLK CITY ROAD
MAINTAINED RIGHT OF WAY WIDTH VARIES
MAINTAINED RIGHT OF WAY MAP BOOK 2, PAGES 323-327

WETLAND AREA "A"

MATCH LINE - SEE SHEET 3

POINT OF BEGINNING RIGHT OF WAY DEDICATION

L9 L10 L11 L12 L13 L14 L15 L16 L17 L18 L19 L20 L21 L22 L23 L24 L25 L26 L27 L28 L29 L30 L31 L32 L33 L34 C1 C2

(SEE SHEET 1 FOR DESCRIPTION OF SKETCH)
(SEE SHEET 2 FOR PARENT PARCEL)
(SEE SHEETS 3 & 4 FOR SKETCH OF DESCRIPTION)
SEE SHEET 5 FOR LINE & CURVE TABLES)

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SILVER LAKE PHASE 2
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PROJECT NUMBER: 21000074A
DRAWING NAME: V-EXBT-ROW

SHEET TITLE: EXHIBIT "A"

SHEET NUMBER: 4 of 5

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SECTION 18, TOWNSHIP 27 SOUTH, RANGE 26 EAST
POLK COUNTY, FLORIDA

Reserved for Circuit Court

CURVE DATA

SEGMENT	RADIUS	LENGTH	DELTA	CHORD
C1	725.41'	417.63'	32° 59' 09"	S 39° 04' 14" E 411.89'
C2	776.14'	801.97'	59° 12' 09"	S 27° 08' 01" E 766.77'

LINE DATA

SEGMENT	DIRECTION	LENGTH
L1	N 89° 53' 09" E	6.75'
L2	S 28° 39' 38" E	88.85'
L3	S 27° 27' 44" E	100.16'
L4	S 24° 53' 12" E	100.02'
L5	S 25° 20' 42" E	100.03'
L6	S 24° 08' 31" E	100.02'
L7	S 24° 46' 20" E	100.02'
L8	S 24° 36' 01" E	200.04'
L9	S 23° 37' 35" E	100.03'
L10	S 24° 46' 20" E	14.53'
L11	N 64° 21' 03" E	20.54'
L12	S 24° 51' 55" E	90.43'

LINE DATA

SEGMENT	DIRECTION	LENGTH
L13	S 56° 41' 28" E	395.43'
L14	N 89° 59' 22" W	25.58'
L15	N 0° 00' 18" W	22.88'
L16	N 2° 13' 59" W	100.07'
L17	N 7° 33' 38" W	80.70'
L18	N 18° 49' 57" W	121.20'
L19	N 27° 10' 18" W	99.99'
L20	N 35° 38' 29" W	101.15'
L21	N 28° 56' 50" W	40.20'
L22	N 47° 06' 25" W	60.47'
L23	N 49° 17' 49" W	100.38'
L24	N 56° 09' 02" W	100.29'

LINE DATA

SEGMENT	DIRECTION	LENGTH
L25	N 56° 40' 27" W	100.24'
L26	N 57° 04' 38" W	99.99'
L27	N 57° 01' 12" W	99.99'
L28	N 51° 32' 54" W	100.36'
L29	N 47° 09' 00" W	101.33'
L30	N 38° 45' 34" W	33.32'
L31	N 41° 36' 41" W	43.70'
L32	N 32° 48' 56" W	101.08'
L33	N 26° 20' 40" W	100.05'
L34	N 24° 46' 20" W	85.49'

(SEE SHEET 1 FOR DESCRIPTION OF SKETCH)
(SEE SHEET 2 FOR PARENT PARCEL)
(SEE SHEETS 3 & 4 FOR SKETCH OF DESCRIPTION)

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SILVER LAKE PHASE 2
RIGHT OF WAY DEDICATION
FOR
PULTE HOMES
COMPANY, LLC.

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SILVER LAKE PHASE 2
RIGHT OF WAY DEDICATION

SCALE:	DATE:	DRAWN BY:	CHECKED BY:
1" = 200'	06/14/23	RPK	CDF

PROJECT NUMBER: 21000074A
DRAWING NAME: V-EXBT-ROW

SHEET TITLE: EXHIBIT "A"

SHEET NUMBER: 5 of 5

Agenda Item R.46. 11/7/2023

SUBJECT

SET HEARING to Consider Adopting a Resolution Allowing for the Installation of Traffic Calming Devices (Speed Humps) on Fifth Street West, Near Winter Haven. (Suggested Hearing Date: Tuesday, November 21, 2023, at 9:30 a.m.) (No fiscal impact)

DESCRIPTION

The Board of County Commissioners has a policy that allows for the installation of traffic calming devices on certain County roads, provided they meet the criteria set forth in the policy.

An area resident approached the County with a request to install traffic calming devices on Fifth Street West. Fifth Street West is located in the Wahneta area of Winter Haven area in S-17, T-29S, R -26E, and is classified as a Local Residential roadway.

Staff conducted traffic studies on Fifth Street West, as outlined in FS 316.189, and determined that the roadway met the Policy criteria based on traffic speed and volume. Staff subsequently distributed ballots to affected homeowners and received a favorable vote from the required percentage of that population.

Per Board policy, once requirements are met, the public will have an opportunity to address the Board of County Commissioners before traffic calming devices are approved.

RECOMMENDATION

Request Board set a public hearing date to consider adopting a Resolution allowing for the installation of traffic calming devices (speed humps) on Fifth Street West. Suggested Hearing Date: Tuesday, November 21, 2023, at 9:30 a.m.

FISCAL IMPACT

There is no fiscal impact in setting the Public Hearing.

CONTACT INFORMATION

Amy J. Gregory, P.E.
Traffic Manager
(863) 535-2200

Jay M. Jarvis, P.E.
Roads & Drainage Director
(863) 535-2200

Polk County

Board of County Commissioners

Agenda Item R.47. 11/7/2023

SUBJECT

Approve Change Order (CO) No. 4 with Hubbard Construction Company (Contractor) for temporary traffic signals needed on the West Pipkin Road Widening Project. ($181,742.75 one-time expense)

DESCRIPTION

The West Pipkin Road Widening Project is in the Roads & Drainage Division's FY 23/24 CIP and is currently under construction with an anticipated completion date of November 2024. At the time that the project was bid the construction plans did not include the details concerning the need for temporary traffic signals at Yates Rd and at Waring Rd. CO No. 4 is needed to increase Contract 2021-059 by $181,742.75 to allow the Contractor to install and then remove the temporary traffic signals as described in greater detail in "Exhibit XVII".

RECOMMENDATION

Request the Board approve CO No. 4 with the Contractor at a cost of $181,742.75 for temporary traffic signals on the West Pipkin Road Widening Project.

FISCAL IMPACT

Funds are budgeted and available in the County Transportation Trust Fund.

CONTACT INFORMATION

Doug Gable, P.E.

Transportation Engineer PE

Roads & Drainage / Project Management Section

(863) 535-2285

Jay M. Jarvis, P.E.

Roads & Drainage Division Director

(863) 535-2200

EXHIBIT XVII
CHANGE ORDER

PROJECT: West Pipkin Road Widening
BID NO.: 21-529

CHANGE ORDER NUMBER: 4
CONTRACT NO.: 2021-059

CONTRACTOR: Hubbard Construction Company

POLK COUNTY
BOARD OF COUNTY COMMISSIONERS

BARTOW, FLORIDA 33830

ARCHITECT/ENGINEER: Karim Shalaby, P.E., AECOM

DESCRIPTION OF CHANGE ORDER: The West Pipkin Road project plans did not include details for the temporary signals needed for traffic control phasing at Yates Rd and Waring Rd. The work includes installing and removing the temporary signalization at the intersections. The plans were prepared by PGA. This additional work is being added to Hubbard's contract for widening W Pipkin Road. Polk County accepts Hubbard's proposal of $181,742.75 to do this work.

Contract is changed as follows: Original contract amount is increased by $181,742.75.

ARCHITECT/ENGINEER: _____

Date: 10/17/2023 Signature

Not valid until signed by the County and Contractor.

Original Contract Sum	$42,176,882.10
Net change by previously authorized Change Orders	$1,822,488.21
Contract Sum prior to this Change Order	$43,999,370.31
Contract Sum will be **increased** by this Change Order in the amount of	$181,742.75
New Contract Sum including this Change Order will be	$44,181,113.06
Contract Time will be increased by 0 days.	
Date of substantial Completion as of the date of this Change Order therefore is	10/31/2024*

*This includes 38 weather days which have been granted as of 08/25/2023 and 10 Days added for AAR 4 for Curb inlet deficiency

The above changes are accepted by:

CONTRACTOR: _____ Date: 9.27.2023

YOU ARE HEREBY AUTHORIZED TO MAKE THE CHANGES NOTED ABOVE:

COUNTY: **POLK COUNTY BOARD OF COUNTY COMMISSIONERS**

CHAIRMAN

Date: _____

Reviewed as to form and legal sufficiency:

Sandra B. H 10/23/23

County Attorney's Office Date

Polk County

Board of County Commissioners

Agenda Item R.48. 11/7/2023

SUBJECT

Approve Amendment No.1 to the Interlocal Agreement (ILA) with the Tohopekaliga Water Authority (TOHO) for the Lake Wilson Road Widening Project. ($145,943.68 one-time expense)

DESCRIPTION

On March 15, 2022, the Board approved an Interlocal Agreement with TOHO for the Lake Wilson Road Widening Project. TOHO elected to utilize the County's Road Contractor, Watson Civil, Inc., to complete the relocation work to their water system (30" Watermain and 36" Reclaimed Watermain). TOHO's original costs for the utility work are broken down as follows: $2,118,400.00 in construction costs, $211,840.00 as contingency funds and $199,256.10 for construction engineering and inspection (CEI) services to be provided by Polk County through our contract with AE Engineering, Inc. Currently, TOHO has reimbursed the County $1,000,000.00 and $1,317,656.10 for a total of $2,317,656.10 out of the $2,529,496.10 maximum.

During construction changes to the TOHO work were needed to avoid existing utilities along CR 532. The original $211,840.00 in contingency funds has been allocated. Amendment #1 to the Agreement is needed to raise the contingency funds by$145,943.68 for a total maximum of $357,783.68. Approval of this Agreement will allow the County's Road Contractor to complete all of the required relocations to TOHO's utility systems.

RECOMMENDATION

Request the Board to approve and authorize the Chairperson to execute Amendment No. 1 to the Interlocal Agreement with the Tohopekaliga Water Authority for the Lake Wilson Road Widening Project.

FISCAL IMPACT

Approval of this Interlocal Agreement will require TOHO to reimburse the County for TOHO's relocation work performed by the County. The total cost TOHO shall be obligated to pay for this ILA is increased by $145,943.68 for a total of $2,675,439.78. Funding for this increase is budgeted in the Transportation Impact Fee District C Fund.

CONTACT INFORMATION

Angela Spieler, P.E.

Transportation Project Engineer PE

Roads & Drainage Division

(863) 535-2276

Jay M. Jarvis, P.E., Director

Roads & Drainage Division

(863) 535-2200

Prepared by or under the direction of and
Return to:
Anthony Cotter
Office of General Counsel
Tohopekaliga Water Authority
951 Martin Luther King Blvd.
Kissimmee, Florida 34741

FIRST AMENDMENT
TO
INTERLOCAL AGREEMENT
BETWEEN POLK COUNTY, FLORIDA
AND TOHOPEKALIGA WATER AUTHORITY
RELATING TO LAKE WILSON ROAD
UTILITIES ADJUSTMENT PROJECT

THIS FIRST AMENDMENT ("First Amendment") is entered into by and between Polk County, Florida a political subdivision of the State of Florida, 330 West Church Street, Bartow, Florida 33830 (the "COUNTY") and the Tohopekaliga Water Authority, an independent special district established and created pursuant to Chapter 189, Florida Statutes by special act of the Florida Legislature, 951 Martin Luther King Blvd., Kissimmee, Florida 34741 ("TOHO"). The COUNTY and TOHO may be individually referred to as a "Party" and collectively as the "Parties."

WHEREAS, the Parties entered into that certain interlocal agreement, a copy of which was recorded in the Official Records for Polk County, Florida at OR Book 12204 / Pages 2188 – 2207 and in the Official Records for Osceola County, Florida at OR Book 6195, Page 2090 (the "Interlocal Agreement"); and

WHEREAS, in accordance with the terms and conditions of the Interlocal Agreement, TOHO agreed to relocate those portions of the Utility Improvements, as more specifically described in the Interlocal Agreement; and

WHEREAS, due to unforeseen circumstances, the estimated costs for the Utility Improvements, as originally set forth in Section 4 of the Interlocal Agreement, have changed; and

WHEREAS, the Parties have mutually agreed to enter into this First Amendment to revise the costs for TOHO's Utility Improvements to increase the contingency, as more specifically set forth herein, to address unforeseen conditions.

NOW, THEREFORE, in consideration of the terms, conditions, promises, covenants, and payment hereinafter set forth, the Parties hereby agree as follows:

SECTION 1.
Each of the above stated recitals are declared to be true and correct and are incorporated into this First Amendment as if fully set forth hereafter.

SECTION 2.

Section 4 of the Interlocal Agreement is hereby repealed in its entirety and replaced to read as follows:

"SECTION 4.

Based on the low bid of the Proposed Contractor, as defined in Section 5, the cost of construction of the Utility Improvements are estimated to be TWO MILLION, ONE HUNDRED EIGHTEEN THOUSAND, FOUR HUNDRED DOLLARS ($2,118,400.00). With the allowance of a 16.89% contingency ($357,783.68) and a pro rata share of the CEI costs ($199,256.10), TOHO shall be obligated to pay up to, but not exceeding, TWO MILLION, SIX HUNDRED SEVENTY-FIVE THOUSAND, FOUR HUNDRED THIRTY-NINE DOLLARS AND 78/100 ($2,675,439.78), except as specifically provided for in Section 5. The COUNTY agrees to provide payment to the contractor for Utility Improvement work performed under this Interlocal Agreement.

TOHO agrees that it will furnish the COUNTY with an advance deposit in the amount of ONE MILLION DOLLARS ($1,000,000.00), no more than 30 days following the Effective Date. Within 30 days of TOHO's receipt of notice of the completion of the PCU Sub-Project from the COUNTY, TOHO agrees to furnish the COUNTY with a second deposit to include the remainder of the cost of construction in the amount of ONE MILLION, ONE HUNDRED EIGHTEEN THOUSAND, FOUR HUNDRED DOLLARS ($1,118,400.00), plus a the pro rata share of the CEI costs in the amount of ONE HUNDRED NINETY-NINE THOUSAND, TWO HUNDRED FIFTY-SIX DOLLARS AND 10/100 ($199,256.10) for a total amount of ONE MILLION, THREE HUNDRED SEVENTEEN THOUSAND, SIX HUNDRED FIFTY-SIX DOLLARS AND 10/100 ($1,317,656.10). TOHO agrees to hold contingency funds in the amount of THREE HUNDRED FIFTY-SEVEN THOUSAND, SEVEN HUNDRED EIGHTY-THREE DOLLARS AND 68/100 ($357,783.68) for use by the COUNTY upon written authorization by TOHO's Executive Director, which approval shall not be unreasonably withheld. Any changes to the Project that cause the cumulative cost of the Utility Improvements to exceed TWO MILLION, SIX HUNDRED SEVENTY-FIVE THOUSAND, FOUR HUNDRED THIRTY-NINE DOLLARS AND 78/100 ($2,675,439.78) must be approved by written amendment to this Interlocal Agreement, except as specifically provided for in Section 5.

Upon 45 days of completion of the Utility Improvements, the COUNTY must provide TOHO with a certificate providing proof of payment for all Utility Improvements work. No later than 30 days after acceptance of the Utility Improvements, the COUNTY shall reimburse TOHO any portion of the TWO MILLION, ONE HUNDRED EIGHTEEN THOUSAND, FOUR HUNDRED DOLLARS ($2,118,400.00) deposit and any contingency provided to the COUNTY that was not expended on the Utility Improvements."

SECTION 3.

The changes set forth herein shall be effective upon this First Amendment being executed by both Parties.

SECTION 4.

All of the terms and conditions of the Interlocal Agreement, not otherwise revised or amended in this First Amendment, and any subsequent amendment(s) shall remain in full force and effect. To the extent of any conflict between this First Amendment and the Interlocal Agreement, the terms and conditions of this First Amendment shall prevail.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURES ON PAGES FOLLOWING]

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be duly executed, by and through their authorized representatives, on the respective dates set forth below.

BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA, a political
Subdivision of the State of Florida

(SEAL)

By:_____
, Chairperson

Date:_____

Approved as to form and legal sufficiency

_____
County Attorney's Office

ATTEST:

_____
Clerk / Deputy Clerk of Board

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by [ ] physical presence or [ ] online notarization this_____ day of _____, 2023 by _____, as Chair / Vice Chair of the Board of County Commissioners of Polk County, Florida, a political subdivision of the State of Florida on behalf of the County. He / She is [ ] personally known to me or [ ] has produced _____ as identification.

_____
Signature of Notary Public

Printed Name:_____
My Commission No.:_____
My Commission Expires:_____

[NOTARY SEAL]

IN WITNESS WHEREOF, the Parties have caused this Interlocal Agreement to be duly executed, by and through their authorized representatives, on the respective dates set forth below.

TOHOPEKALIGA WATER AUTHORITY [SEAL] ESTABLISHED 2003

TOHOPEKALIGA WATER AUTHORITY, an independent special District established and created pursuant To Chapter 189, Florida Statutes, by special Act of the Florida Legislature

By: _____
Henry Thacker, Chairman
Board of Supervisors

Date: SEPTEMBER 20, 2023

ATTEST:

By: _____
William Land, Secretary
Board of Supervisors

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by [X] physical presence or [ ] online notarization this 20 day of SEPTEMBER, 2023, by Henry Thacker, Chairman of the Board of Supervisors for the Tohopekaliga Water Authority, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, on behalf of the District. He / She is [X] personally known to me or [ ] has produced _____ as identification.

_____
Signature of Notary Public

Printed Name: ALISON T SMITH
My Commission No.: HH362002
My Commission Expires: 2/13/2027

[NOTARY SEAL]

Notary Public State of Florida
Alison T Smith
My Commission HH 362002
Expires 2/13/2027

t:\legal\\010 agreements\interlocal agreements\polk county\intelocal agt for lake wilson rd utilities adjustment program\first amend ila - toho and polk for lake wilson rd utility adjustment program draft 8 23 23.docx

Agenda Item R.49. 11/7/2023

SUBJECT

Approve Interlocal Agreement between Polk County and the City of Davenport for Road Improvements for the Davenport - Haines City Phase 3 Resurfacing Group (Estimated $27,972.82 one-time revenue and expense)

DESCRIPTION

Polk County has scheduled and is in the process of resurfacing several roads in the vicinity of both the City of Davenport and the City of Haines City as part of the Davenport / Haines City Widening group. During the City of Davenport's process of looking at these roads, they approached County staff with an opportunity to address the resurfacing of their portion of Bargain Barn Road, approximately 300 linear feet, which adjoins Polk County's portion of Bargain Barn Road, approximately 573 linear feet, and is included on Polk County's resurfacing work plan for this group along with 14 additional road segments in the area. The total estimated cost for the resurfacing group as a whole is $1,620,548.32, of which $57,201.32 is specific to Bargain Barn Rd. The initial resurfacing estimate for the City of Davenport's portion of Bargain Barn Rd is $27,972.82 (48.9%). County staff evaluated this opportunity and determined that it was in the best interest of the County to enter into an Agreement for the County to resurface the City of Davenport's segment of Bargain Barn Rd at the same time that the County's roads are being resurfaced. The City of Davenport has approved and executed the Interlocal Agreement for the Davenport - Haines City Phase 3 Resurfacing Group, and it is now being presented to the County for review and approval/signature.

RECOMMENDATION

Approve Interlocal Agreement between Polk County and the City of Davenport for Road Improvements for Davenport - Haines City Phase 3 Resurfacing Group.

FISCAL IMPACT

Funds are available in the Roads & Drainage Millage Fund in the Pavement Management CIP.

CONTACT INFORMATION

Austin W. Potts, P.E.
Project Manager
(863-535-2221)
austinpotts@polk-county.net

Jay M. Jarvis, P.E.
Roads & Drainage Division Director
(863) 535-2200
jayjarvis@polk-county.net

INTERLOCAL AGREEMENT BETWEEN
POLK COUNTY AND CITY OF DAVENPORT
FOR ROAD IMPROVEMENTS FOR THE DAVENPORT / HAINES CITY PHASE 3
RESURFACING GROUP

This AGREEMENT is made and entered into by and between the City of Davenport, Florida, a municipal corporation of the State of Florida, whose address is 1 South Allapaha Avenue, Davenport, 33837 ("DAVENPORT") and Polk County, a political subdivision of the State of Florida, whose address is 330 West Church Street, Bartow, Florida 33830 ("POLK COUNTY"). DAVENPORT, and POLK COUNTY are referred to herein individually as a "Party" and collectively as the "Parties".

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, POLK COUNTY and DAVENPORT are authorized under Chapter 163, Florida Statutes, to enter into an Interlocal Agreement to make the most efficient use of their respective powers, resources, authorities and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby provide the services provided for herein in a manner that will best utilize existing resources, powers and capabilities available to each of them; and

WHEREAS, POLK COUNTY and DAVENPORT desire to resurface Bargain Barn Road as part of the Davenport / Haines City Phase 3 Resurfacing Group and the total costs incurred by POLK COUNTY to resurface the Davenport / Haines City Phase 3 Resurfacing Group will be divided between POLK COUNTY and DAVENPORT as described in Section 2.3.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

ARTICLE I

RECITALS AND DEFINITIONS

1.1 **Recitals.** The foregoing recitals are incorporated herein by reference as if recited in full and serve as a factual stipulation upon which the Parties agree is the basis for this Agreement.

1.2 **Definitions.** The capitalized terms contained herein shall be defined as set forth in the above recitals or as specified in the following paragraphs.

ARTICLE II

AGREEMENT

2.1 **Road Improvements.** DAVENPORT and POLK COUNTY agree that the following improvements are needed on Bargain Barn Road as part of the Davenport / Haines City Phase 3 Resurfacing Group. The Davenport / Haines City Phase 3 Resurfacing Group will continue to be two-lane road segments with the following improvements:

(1) Mill 1.5" of existing asphalt and pave 1.5" using SP-12.5 asphalt mix (structural course) followed by 1.25" of SP-9.5 asphalt mix (surface course).
(2) Restripe pavement markings.

(collectively, the "Road Improvements"). The Road Improvements, as described above in this Sub-Section 2.1, are generally depicted in Exhibit "A."

2.2 **Road Improvements Responsibility and Timing.** POLK COUNTY shall obtain any necessary permits and construct and fund the Road Improvements as described in Section 2.1.

2.3 **Road Improvements Reimbursement.** The original estimate for the Road Improvements is ONE MILLION, SIX HUNDRED and TWENTY THOUSAND, FIVE HUNDRED and FORTY-EIGHT DOLLARS, and THIRTY-TWO cents ($1,620,548.32) ("Estimated Costs"). Actual construction costs incurred for the Road Improvements will differ slightly from that of the Estimated Costs. Of the Actual Costs total, DAVENPORT shall be responsible for an estimated TWENTY-SEVEN THOUSAND, NINE HUNDRED and TWENTY-SEVEN DOLLARS, and EIGHTY-TWO cents ($27,927.82) (Estimated) and POLK COUNTY shall be responsible for an estimated ONE MILLION, FIVE HUNDRED and NINETY-TWO THOUSAND, SIX HUNDRED and TWENTY DOLLARS, and FIFTY cents ($1,592,620.50) (Estimated). Final reimbursement by DAVENPORT to POLK COUNTY shall be determined based on the Actual Costs incurred for resurfacing their respective road segment. DAVENPORT shall reimburse POLK COUNTY for its respective share no later than 30 days from receiving an invoice from POLK COUNTY. The invoice shall include written documentation of the Road Improvements.

ARTICLE III

MISCELLANEOUS PROVISIONS

3.1 **Notice.** Whenever a Party desires to give notice to any other Party, it must be given by written notice delivered: (i) via registered or certified United States mail, postage prepaid with return receipt requested or (ii) via nationally recognized overnight delivery service and addressed to the Party for whom it is intended at the place last specified by each Party. Notices hereunder may also be delivered by counsel. The place for giving notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section. For the present, the Parties designate the following as the respective places for giving of notice:

3.1.1 Notices to POLK COUNTY shall be:

Chairman
Polk County Board of County Commissioners
P.O. Box 9005

Bartow, Florida 33830With a copy to:

County Attorney
Polk County Board of County Commissioners
P.O. Box 9005, Drawer AT01
Bartow, Florida 33830

With a copy to:

Division Director
Polk County Roads and Drainage Division
P.O. Box 9005, Drawer TR01
Bartow, Florida 33830

3.1.2 Notices to DAVENPORT shall be:

City Manager
City of Davenport
1 South Allapaha Avenue
Davenport, FL 33837

With a copy to:

Public Services Director
City of Davenport Public Services
1 South Allapaha Avenue
Davenport, FL 33837

3.2 **Severability.** 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.

3.3 **Effective Date.** This Agreement shall become effective on the day in which POLK COUNTY records this Agreement in the public records of Polk County, and this recordation shall occur no later than 10 days after this Agreement is executed by all Parties. If this Agreement is not recorded within 10 days, the Effective Date shall be 10 days after the last Party executes this Agreement.

3.4 **Days.** The term days in this Agreement shall mean calendar days unless otherwise so noted. If a date for performance falls on a Saturday, Sunday or legal State of Florida or federal holiday, the date for performance shall be extended until the next calendar day that is not a Saturday, Sunday or federal holiday.

3.5 **Default and Remedy.** If any Party materially defaults in its obligations under this Agreement and fails to cure the same within thirty (30) days after the date the Party receives written notice of the default from a non-defaulting Party, then the non-defaulting Party shall have the right to (i) immediately terminate this Agreement by delivering written notice to the materially defaulting Party (after expiration of the foregoing cure period), and (ii) pursue any and all remedies available in law, equity, and under this Agreement (after expiration of the foregoing cure period).

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

3.7 **Waiver.** 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 any Party with the knowledge of any other Party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

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

3.9 **Modification or Extension.** This Agreement may only be modified or extended in time by a written amendment properly executed by the Parties. No oral modifications will be effective or binding.

3.10 **Integration.** This Agreement sets forth the entire agreement between the Parties with respect to its subject matter and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the Parties pertaining to the construction of the Road Improvements, whether written or oral.

3.11 **Counter parts.** This Agreement may be executed in multiple counterparts each of which shall be an original, but which collectively shall form a single agreement.

3.12 **Governing Law and Venue.** 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.

3.13 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of all successors and/or assigns of the Parties hereto.

3.14 **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

3.15 **Termination.** Prior to start of construction of the Road Improvements, any Party may terminate this Agreement, with or without cause, with 30 days written notice to the other

Parties. After the start of construction of the Road Improvements, this Agreement can only be terminated in accordance with Section 3.5 of this Agreement.

3.16 **Recordation.** POLK COUNTY shall record this Agreement in the public records of Polk County. POLK COUNTY shall pay the initial costs to record this Agreement and any further costs to record subsequent changes or modifications to this Agreement. Any Party may request that a memorandum of this Agreement be recorded, provided that appropriate provisions are included for timely release of record of any such memorandum once this Agreement has expired.

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have made and executed this Agreement on the date indicated below.

CITY OF DAVENPORT
CITY COMMISSIONERS

By: _____
Bryan Summerlin, Mayor

Date: 9-7-23

POLK COUNTY BOARD OF
COUNTY COMMISSIONERS

By: _____
George Lindsey, III, Chairman

Date: _____

ATTEST:
Raquel Castillo, City Clerk

By: Raquel Castillo

Print Name:

Title: City Clerk

(SEAL)

ATTEST:
Stacy M. Butterfield, Clerk to the Board

By: _____

Print Name:

Title: _____

(SEAL)

Reviewed as to Form and Legal Sufficiency

By: _____ 09/07/2023
City Attorney Date

Reviewed as to Form and Legal Sufficiency

By: _____
County Attorney's Office

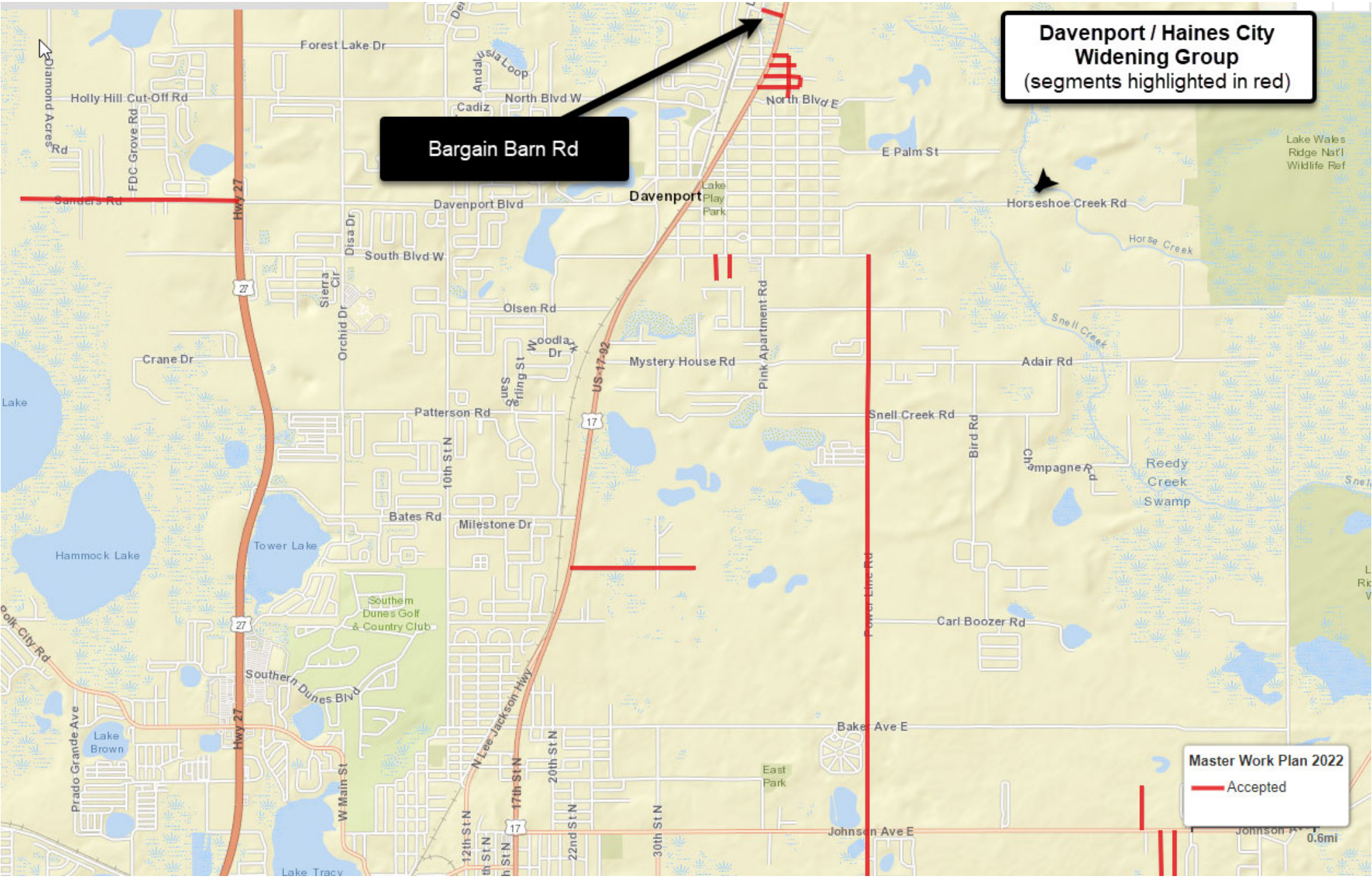
EXHIBIT A

Roads and Drainage Asset Viewer v2
City of Davenport's portion of Bargain Barn Road
Polk County's portion of Bargain Barn Road
BARGAIN BARN RD 770314
SR 600 (US 92) 009320
GREENBAY AVE DP770
PAGE RD DP7703
AVENAL LN DP770365
JETT LN DP770371
BERRY LN DP770372
CHINOY RD DP770374
GINA LN DP673403
SOFIA LN DP770373
HIBISCUS AVE 770312
REDDING ST 770310
R4
TISONE LN DP770380
IRONWOOD DR DP770361
FIDDLESTICKS DR DP770364
MURPHY ST W DP770344
MURPHY ST 770308
CR 547 770804
FULLER ST W DP770343
JAMES ST W DP770342
JAMES ST E 770304
43RD ST 770303
44TH ST 770305
BASS CATCHER DR DP770376
SWAN SWIM DR DP770377
WHISPERING PINES WAY DP770362
WEST BLVD 770401
NORTH BLVD 770604
NORTH BLVD W DP770326
NORTH BLVD E DP770370
STATE ST N DP770324
WEST BLVD N DP770319
PINE ST E DP770351
MIAMI AVE N DP770358
MAGNOLIA ST W DP770327
MAGNOLIA ST E DP770352
esri

Roads and Drainage Asset Viewer v2
City of Davenport's portion of Bargain Barn Road
Polk County's portion of Bargain Barn Road
N

1297

Location Map
Bargain Barn Road
Bargain Barn Rd
(Davenport's Segment ~ 300')
Bargain Barn Rd
(Polk County's Segment ~ 573')
Greenbay Cir
Forest Ave
Page Rd
Lee Jackson Hwy
CSX Transportation
Bargain Barn Rd
42nd St
US-17-92
17
Stewart Rd
Greenbay Ave
Hibiscus St
W Redding St
E Redding St
Fiddlestick Dr
Ironwood Dr
W Murphy St
E Murphy St


Davenport / Haines City Widening Group
(segments highlighted in red)
Bargain Barn Rd
Forest Lake Dr
Holly Hill Cut-Off Rd
Diamond Acres Rd
FDC Grove Rd
Sanders Rd
Hwy 27
Andalusia Loop
Cadiz
North Blvd W
North Blvd E
E Palm St
Davenport
Lake Play Park
Davenport Blvd
Horseshoe Creek Rd
Lake Wales Ridge Nat'l Wildlife Ref
Horse Creek
Disa Dr
South Blvd W
Sierra Cir
Orchid Dr
Olsen Rd
Woodland Dr
Sterling St
US-17-92
Pink Apartment Rd
Snell Creek
Crane Dr
Mystery House Rd
Adair Rd
Patterson Rd
Snell Creek Rd
Bird Rd
Champagne Rd
Reedy Creek Swamp
10th St N
Bates Rd
Milestone Dr
Tower Lake
Hammock Lake
Southern Dunes Golf & Country Club
Power Line Rd
Carl Boozer Rd
Polk City Rd
Southern Dunes Blvd
Lake Brown
Prado Grande Ave
W Main St
N Lee Jackson Hwy
17th St N
20th St N
22nd St N
30th St N
12th St N
Baker Ave E
East Park
Johnson Ave E
Lake Tracy
Master Work Plan 2022
Accepted
0.6mi

Polk County

Board of County Commissioners

Agenda Item R.50. 11/7/2023

SUBJECT

Adopt a Resolution Setting Parking Restrictions on Country Club Road North, near Winter Haven ($521.72 one-time expense)

DESCRIPTION

The Roads & Drainage Division received a request from an area resident to restrict parking along Country Club Road North. Country Club Road North is located in the Winter Haven area in S-14, T-28S, R-26E, and is classified as an Urban Collector road.

Staff conducted parking studies on Country Club Road North to analyze this request and determined that parents of bus riders are parking on the shoulders, creating visibility issues for residents.

Pursuant to FS 316.008, the Board of County Commissioners is vested with the authority to set parking restrictions on County roadways. Additionally, the posting of the requested restrictions will promote public safety and assist the Polk County Sheriff's Office in their enforcement efforts.

To comply with statutory requirements, it is necessary for the Board to adopt a Resolution establishing the parking restrictions.

RECOMMENDATION

Request Board adopt the associated Resolution to establish parking restrictions for Country Club Road North. Estimated cost for installation of the signs is $521.72.

FISCAL IMPACT

Funds are budgeted in the FY 23/24 Transportation Millage Fund.

CONTACT INFORMATION

Amy J. Gregory, P.E.
Traffic Manager
863.535.2200

Jay M. Jarvis, P.E.
Roads & Drainage Division Director
863.535.2200

RESOLUTION NO.: _____

WHEREAS, the Polk County Roads & Drainage Division, conducted parking studies on the following County maintained Urban Collector road:

Country Club Road North (Road Number 861402); from Buckeye Loop Road to Lake Hamilton Drive West, Located in S-14, T-28S, R-26E, and

WHEREAS, said studies were made in accordance with the procedures established by the State of Florida Department of Transportation, and said studies verified that the parking of vehicles in this location creates visibility concerns, and

WHEREAS, under the laws of the State of Florida, the Board of County Commissioners is vested with the authority to restrict parking on County maintained roads.

NOW, THEREFORE, BE IT RESOLVED that the Polk County Roads & Drainage Division is herewith directed to cause Country Club Road North to be posted “No Parking, Stopping or Standing” on the north side from 400’ west of Broad Street to 175’ east of Broad Street.

DATED this 7th day of November 2023.

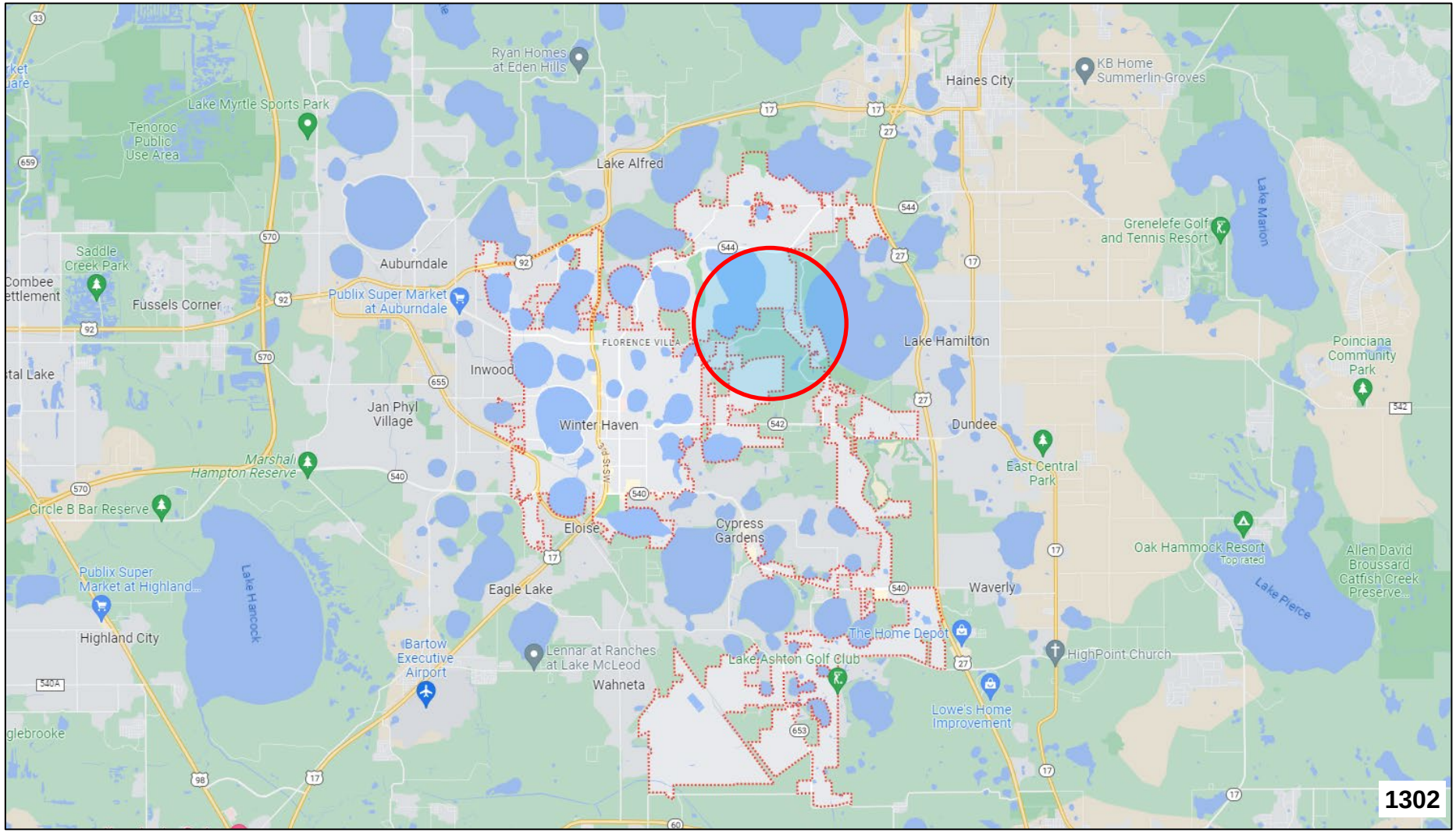
N

N.T.S.

Country Club Rd N (Winter Haven Area)

Request for Parking Restrictions

Vicinity Map



N

N.T.S.

Country Club Rd N (Winter Haven Area)

Request for Parking Restrictions

POLK COUNTY ROADS & DRAINAGE DIVISION

NO PARKING, STOPPING OR STANDING REQUEST

ROAD DESCRIPTION

Name		Country Club Rd N		**Number**	861402
Section	14	**Township**	28 S	**Range**	26 E
Commission District	3	**Maintenance Unit**	R3	**Functional Classification**	UC
From	Buckeye Loop Rd	**Node**	N/A	**Mile Post**	N/A
To	Lake Hamilton Dr W	**Node**	N/A	**Mile Post**	N/A

REASON FOR RESOLUTION

Customer Service Request #	**18113**	**Internal Request**		**External Request**	✓

External Agency Name (If Applicable)

Problem Statement:
Citizen requests parking restriction due to visibility issues being caused by the parking of vehicles.

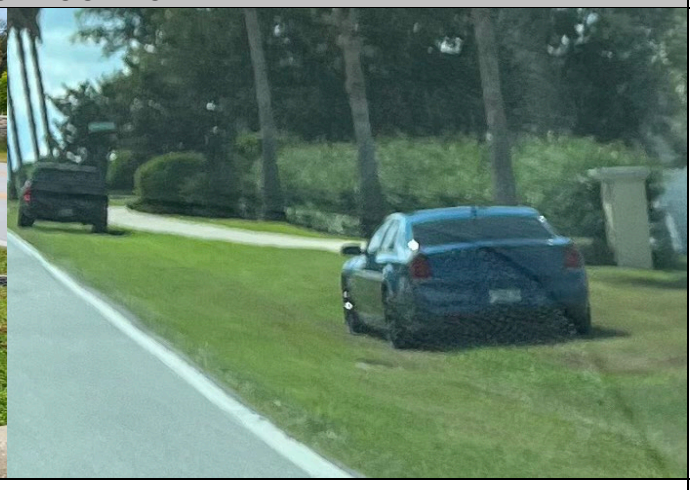
REQUEST FOR POSTING

No Parking	✓	**No Stopping**	✓	**No Standing**	✓

Direction of road	East-West
Which side of road	North
Distance in feet	575

Findings:
Roads & Drainage has verified that the parking of vehicles in this area creates potential visibility concerns. Recommend signs be posted restricting parking on the north side from 400' west of Broad St to 175' east of Broad St.

PICTURES OF LOCATION



Review conducted by	Steve Logan	**Date**	10/11/2023
Entered by	Steve Logan	**Date**	10/12/2023
Concurred/authorized by Traffic Manager	Amy J. Gregory, P.E.	**Date**	10/12/2023

Signature

Polk County

Board of County Commissioners

Agenda Item R.51. 11/7/2023

SUBJECT

Adopt a Resolution Setting Parking Restrictions on Tank Road, near Davenport ($2,321.77 one-time expense)

DESCRIPTION

The Roads & Drainage Division received an internal request to restrict parking along Tank Road. Tank Road is located in the Davenport area in S-24, T-25S, R-26E, and is classified as an Urban Collector road.

Staff conducted parking studies on Tank Road to analyze this request and determined that multiple vehicles are parking on the shoulders, creating visibility and maintenance issues.

Pursuant to FS 316.008, the Board of County Commissioners is vested with the authority to set parking restrictions on County roadways. Additionally, the posting of the requested restrictions will promote public safety and assist the Polk County Sheriff's Office in their enforcement efforts.

To comply with statutory requirements, it is necessary for the Board to adopt a Resolution establishing the parking restrictions.

RECOMMENDATION

Request Board adopt the associated Resolution to establish parking restrictions for Tank Road. Estimated cost for installation of the signs is $2,321.77.

FISCAL IMPACT

Funding is budgeted in the FY 23/24 Transportation Millage Fund.

CONTACT INFORMATION

Amy J. Gregory, P.E.
Traffic Manager
863.535.2200

Jay M. Jarvis, P.E.
Roads & Drainage Division Director
863.535.2200

RESOLUTION NO.: _____

WHEREAS, the Polk County Roads & Drainage Division, conducted parking studies on the following County-maintained Urban Collector road:

Tank Road (Road Number 562401); from Barry Road to Student Drive, Located in S-24, T-25S, R-26E, and

WHEREAS, said studies were made in accordance with the procedures established by the State of Florida Department of Transportation, and said studies verified that the parking of vehicles in this location creates visibility and maintenance concerns, and

WHEREAS, under the laws of the State of Florida, the Board of County Commissioners is vested with the authority to restrict parking on County maintained roads.

NOW, THEREFORE, BE IT RESOLVED that the Polk County Roads & Drainage Division is herewith directed to cause Tank Road to be posted “No Parking, Stopping or Standing” on the east and west sides from Teacher Lane to Student Drive.

DATED this 7th day of November 2023.

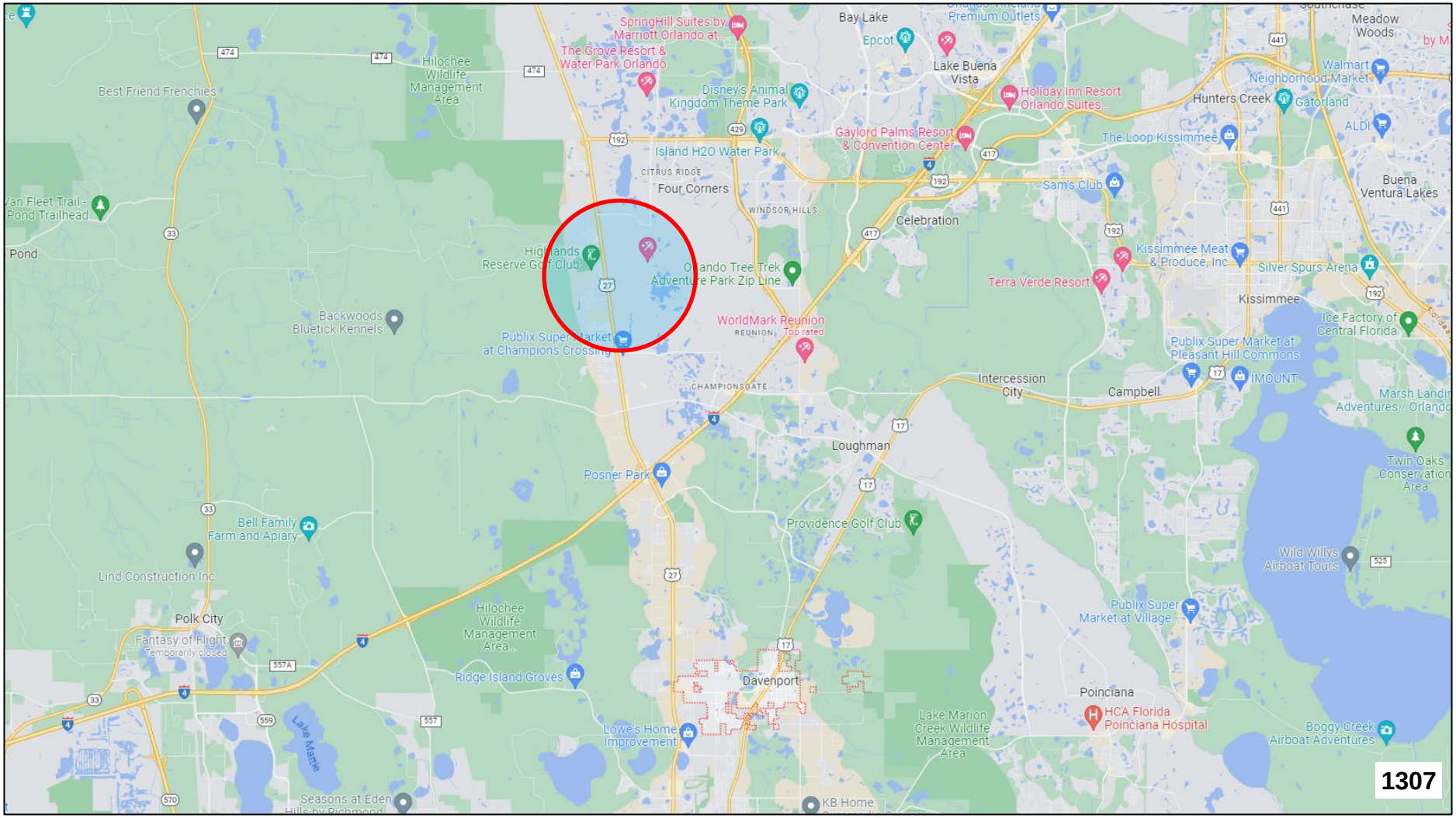
N

N.T.S.

Tank Rd (Davenport Area)

Request for Parking Restrictions

Vicinity Map



N

N.T.S.

Tank Rd (Davenport Area)

Request for Parking Restrictions

POLK COUNTY

POLK COUNTY ROADS & DRAINAGE DIVISION
NO PARKING, STOPPING OR STANDING REQUEST

ROAD DESCRIPTION

Name	Tank Road			**Number**	562401
Section	24	**Township**	25 S	**Range**	26 E
Commission District	4	**Maintenance Unit**	R4	**Functional Classification**	UC
From	Barry Rd	**Node**	N/A	**Mile Post**	N/A
To	Student Dr	**Node**	N/A	**Mile Post**	N/A

REASON FOR RESOLUTION

Customer Service Request #	**N/A**	**Internal Request**	✓	**External Request**	
External Agency Name (If Applicable)					

Problem Statement:
Project Management staff requests parking restriction due to visibility and maintenance issues being caused by the parking of vehicles.

REQUEST FOR POSTING

No Parking	✓	**No Stopping**	✓	**No Standing**	✓
Direction of road	North-South	**Findings:** Roads & Drainage has verified that the parking of vehicles in this area creates potential visibility and maintenance concerns. Recommend signs be posted restricting parking on the east & west sides from Teacher Ln to Student Dr.			
Which side of road	East-West				
Distance in feet	2,640				

PICTURES OF LOCATION

Review conducted by	Steve Logan	**Date**	9/29/2023
Entered by	Steve Logan	**Date**	9/29/2023
Concurred/authorized by Traffic Manager	Amy J. Gregory, P.E.	**Date**	
Signature			10/03/23

Agenda Item R.52. 11/7/2023

SUBJECT

Adopt a Resolution Setting Speed Limit on Hutchins Road, near Fort Meade. ($121.32 one-time expense)

DESCRIPTION

The Roads & Drainage Division received a request from an area resident to reduce the speed limit on Hutchins Road. In researching the request, the Roads & Drainage Division discovered a Resolution establishing a speed zone of 45 M.P.H., adopted by the Board on May 18, 1982, which is attached to the proposed Resolution as Exhibit “A.” Hutchins Road is located in the Fort Meade area in S-18, T-32S, R-25E, and is classified as a Rural Minor Collector road.

Staff conducted traffic studies as outlined in FS 316.189, and investigated the five-year crash history. Based on the research, it was determined that a posting of 35 M.P.H. is reasonable for this road. To comply with statutory requirements, it is necessary for the Board to adopt a Resolution establishing the proposed speed limit.

RECOMMENDATION

Request Board adopt the associated Resolution to establish the proposed speed zone for Hutchins Road. Cost for installation of signs is estimated at $131.32.

FISCAL IMPACT

Funds are budgeted in the FY 23/24 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, by adopting a Resolution dated May 18, 1982, attached hereto as Exhibit “A”, caused Hutchins Road (referenced in Exhibit “A” as Hutchinson Road), a County maintained Rural Minor Collector road, to be posted 45 M.P.H., and

WHEREAS, the Polk County Roads & Drainage Division has since conducted speed studies for Hutchins Road (Road Number 251802); from Old Bowling Green Road to Peeples Road. Located in S-18, T-32S, R-25E, and

WHEREAS, said studies were made in accordance with the procedures established by the State of Florida Department of Transportation, and said studies verified that modified a posting of 35 M.P.H.is reasonable, and

WHEREAS, under the laws of the State of Florida, the Board of County Commissioners is vested with the authority to establish speed limits on County maintained roads,

NOW, THEREFORE, BE IT RESOLVED that the Polk County Roads & Drainage Division is herewith directed to cause Hutchins Road (referenced in Exhibit “A” as Hutchinson Road) to be posted 35 M.P.H., from Old Bowling Green Road to Peeples Road. Further, the Resolution dated May 18, 1982, attached hereto as Exhibit “A”, is hereby repealed.

DATED this 7th day of November 2023.

Exhibit "A"

R E S O L U T I O N

WHEREAS, the Polk County Engineer, through the Polk County Traffic Engineering Department, has made a speed study on Hutchinson Road, west from Old Bowling Green Road, and

WHEREAS, said study was made in accordance with procedures established by the State of Florida, Department of Transportation, and

WHEREAS, under the laws of the State of Florida, the Board of County Commissioners is vested with the authority to establish speed limits on County maintained roads,

NOW, THEREFORE, BE IT RESOLVED that the County Engineer be and is herewith directed to cause said Hutchinson Road to be posted at:

45 MPH M.P. 00:00 to M.P. 02:00

STATE OF FLORIDA
COUNTY OF POLK

I, E. D. "BUD" DIXON, Clerk of the Board of County Commissioners of Polk County, Florida, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Board on the 18th day of May, 1982.

WITNESS MY HAND AND OFFICIAL SEAL of said Board this 18th day of May, 1982.

E. D. "BUD" DIXON, Clerk

(SEAL)

BY: Helen S. Hall
Deputy Clerk

251802

5/18/82/es

5-25-82

#151

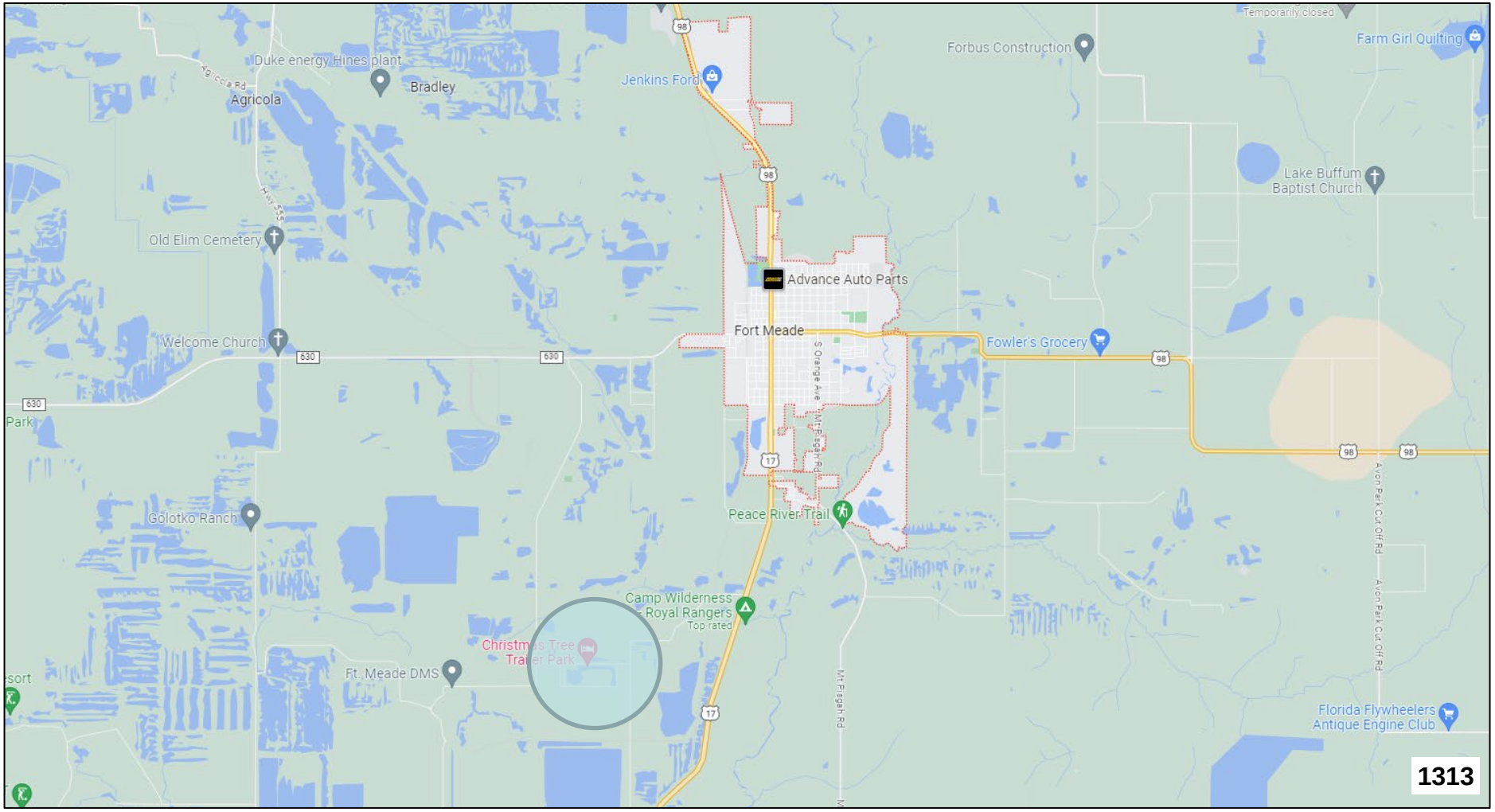
SCRDGE# 1407

N

N.T.S.

Hutchins Rd (Fort Meade Area)

Request for Speed Limit Reduction



N

N.T.S.

Hutchins Rd (Fort Meade Area)

Request for Speed Limit Reduction

POLK COUNTY

ROADS & DRAINAGE DIVISION

SPEED STUDY

ROAD DESCRIPTION

Road Name	Hutchins Rd			**Road Number**	251802
Section	18	**Township**	32 S	**Range**	25 E
Commission District	2	**Maintenance Unit**	R2	**Functional Classification**	RNC
From	Old Bowling Green Rd	**Node**	N/A	**Mile Post**	N/A
To	Peeples Rd	**Node**	N/A	**Mile Post**	N/A

REASON FOR RESOLUTION

Customer Service Request #	**21455**	**Internal Request**		**External Request**	✓
New Posting	✓	**Speed Adjustment**			

External Agency Name (If Applicable)

Problem Statement:
Upon investigation of a citizen request, it was determined that a 35 MPH speed limit is appropriate for this road.

TEST RUN SPEEDS

Test Run Speed #1 in M.P.H.	None	**Comments:**	None
Test Run Speed #2 in M.P.H.	None	**Comments:**	None
Test Run Speed #3 in M.P.H.	None	**Comments:**	None

ROADWAY ALIGNMENT

Number of Hills	0	**Number of Curves**	0	**Number of Turns**	0
Lane Width (ft)	10	**Number of Lanes**	2	**Shoulder Width (ft)**	0
Number of School Zones	0	**Posted Speed of School Zones**	None	**Pavement Condition**	Good
Number of Intersections	5	**Sight Distance of Intersections**	Adequate		
Number of Driveways	31	**Sight Distance of Driveways**	Adequate		
Number of Stop Signs	2	**Number of Signals**	0		

SPEED LIMIT INFORMATION

Current Speed Limit Posting (M.P.H.)	45				
Proposed Speed Limit Posting (M.P.H.)	35				
From	Old Bowling Green Rd				
To	Peeples Rd				

Notes:
Speed data was collected at one location in the neighborhood. The 85th percentile speed was 35 mph. The proposed speed limit considers the 85th Percentile speed.

Review conducted by	Holly Finney	**Date**	10/19/2023
Entered by	Steve Logan	**Date**	10/24/2023
Concurred/authorized by Traffic Manager	Amy J. Gregory, P.E.		
Signature		**Date**	10/24/23

Polk County

Board of County Commissioners

Agenda Item R.53. 11/7/2023

SUBJECT

Approve agreements with Ardaman and Associates, Madrid Engineering Group, WSP USA, MC Squared and Universal Engineering Sciences for professional geotechnical services and construction materials testing and inspection.

DESCRIPTION

Roads and Drainage requested Procurement to solicit proposals from qualified vendors to provide professional geotechnical, construction materials testing and inspection services for Polk County.

Request for Proposal (RFP) 23-328, Professional Geotechnical Services and Construction Materials Testing was issued, and seven vendors submitted proposals. On August 8, 2023, the Board authorized staff to negotiate master service agreements with the 5 firms that were elevated to interviews. These firms are as follows: Ardaman and Associates, Madrid Engineering Group, WSP USA, MC Squared and Universal Engineering Sciences.

Attached are the master service agreements that resulted from negotiations. The term of each agreement is for a five (5) year period.

RECOMMENDATION

Request Board approve master service agreements with Ardaman and Associates, Madrid Engineering Group, WSP USA, MC Squared and Universal Engineering Sciences, for RFP 23-328, Professional Geotechnical Services and Construction Materials Testing and Inspection.

FISCAL IMPACT

Funds are budgeted and available within each County Division’s budget that utilize these services.

CONTACT INFORMATION

Michael Guerrero
Sr. Procurement Analyst
863.534.6716
michaelguerrero@polk-county.net

MASTER CONSULTING AGREEMENT

THIS AGREEMENT is entered into as of the Effective Date (defined in Section 1.1 below) by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida 33830, and Ardaman & Associates, Inc. (the "Consultant") a Florida corporation, located at 1525 Centennial Boulevard, Bartow, Florida 33830, and whose Federal Employer Identification Number is: 59-2984496.

WHEREAS, County owns and operates a variety of public facilities and improvements; and,

WHEREAS, County requires certain professional services in connection with the performance of certain professional geotechnical services and construction material testing and inspection for all Divisions in the County; and

WHEREAS, the County has solicited for these services via RFP 23-328, an advertised request for proposals (the "RFP"), and has received numerous responsive proposals thereto; and

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

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

1.0 **Term**

1.1 This Agreement shall take effect on the date of its execution by the County (the "Effective Date").

1.2 The term of this Agreement shall be for a five (5) year time period, commencing upon the Effective Date and remaining in full force and effect thereafter, unless otherwise sooner terminated as provided herein.

2.0 **Services to Be Performed by Consultant**

2.1 Consultant shall perform the services as generally described in (i) the County's Request for Proposals RFP 23-328, to include all attachments and addenda, and (ii) the Consultant's responsive proposal thereto (collectively, (i) and (ii) are "RFP 23-328") all of which are incorporated into this Agreement by this reference, attached hereto as a composite Exhibit "A" and made a part of

this Agreement, and as may be further specifically designated and authorized by the County, in writing (collectively, the "Services"). Such authorization will be referred to as a Consultant Services Authorization ("CSA") or a Contract Purchase Order ("CPO") and all provisions of this Agreement apply to the CSA/CPO with full force and effect as if appearing in full within each CSA/CPO. Each CSA/CPO will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages, and completion date, and shall become effective upon the due execution.

2.2 The Consultant is not authorized to undertake any project without a duly executed CSA/CPO, which shall specify the work to be performed and the time to be completed. Consultant recognizes that the County may employ several different Consultants to perform the work described and that the Consultant has not been employed as the exclusive agent to perform any such services.

2.3 When the Consultant and the County enter into a CSA/CPO where the term of the CSA/CPO expires on a date that is later than the date that this Master Consulting Agreement expires, the Consultant and the County agree that the terms of this Agreement and any amendments, attachments or provisions thereof are automatically extended until the expiration (including any extension or amendment thereto) or full completion of the requirements of the CSA/CPO have been performed. Cancellation by the County of any remaining work prior to the full completion of the requirements of the CSA/CPO shall cause the terms of this Agreement to terminate at the same time. This provision only applies when the expiration of the CSA/CPO extends beyond the expiration of this Agreement. It does not apply when a CSA/CPO expires or is cancelled prior to the expiration of this Agreement.

3.0 Compensation

3.1 General

3.1.1 County shall pay Consultant in accordance with the "Ardaman & Associates Schedule of Rates", which is attached hereto as Exhibit "B", and incorporated by reference as part of this Agreement. The fee schedule identifies all job classifications, which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the Ardaman & Associates Schedule of Rates and will result in nonpayment for such services.

3.1.2 Upon the mutual agreement of the parties, the Fee Schedule, as set out in Exhibit "B" may be adjusted by a written Amendment to the Master Consulting Agreement annually beginning one year from the Effective Date of this Agreement. Such amendment must be executed by both parties and shall operate prospectively only and shall not alter fee schedules for CSA's/CPO's in effect at the time of the amendment.

3.1.3 Compensation may be negotiated as a not to exceed price or a lump sum amount on a per-project basis, on each individual CSA/CPO.

3.1.4 Invoices must reference the applicable CSA/CPO number, using an invoice form approved by the County Auditor.

3.1.5 Each individual invoice shall be due and payable forty-five (45) days after receipt by the County of correct, fully documented, invoice, in form and substance satisfactory to the County with all appropriate cost substantiations attached. All invoices shall be delivered, as applicable based on the particular project:

Polk County Roads and Drainage Division
3000 Sheffield Road,
Winter Haven, FL 33880
Attention: Director

3.1.6 In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the County. This certifies that all services have been properly performed and all charges and costs have been invoiced to the County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the Consultant.

3.1.7 Payment of the final invoice shall not constitute evidence of the County's acceptance of the work

3.1.8 Invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional documents may be requested by County and, if so requested, shall be furnished by Consultant to County Auditor's satisfaction.

3.1.9 By submission of an invoice, the project manager or designated payroll officer is deemed to be attesting to the correctness and accuracy of time charges and requested

reimbursements.

3.1.10 Pursuant to Section 3.1.4, if a not to exceed fee is negotiated, invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Alternatively, if a lump sum amount is negotiated, invoices shall be made upon the completion of each phase of the work in proportion to the Services performed, as specifically set forth in the applicable CSA or CPO. Additional documentation may be requested by the County and, if so requested, shall be furnished by the Consultant to the County Auditor's satisfaction.

3.2 Reimbursable

3.2.1 All requests for payment of out-of-pocket expenses eligible for reimbursement per the negotiated CPO or CSA shall be reimbursed in accordance with the County's Reimbursable Schedule, Exhibit "C", and include copies of paid receipts, invoices or other documentation acceptable to the County's Auditor. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Agreement, CSA, or CPO.

3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the applicable CSA or CPO, and include:

Overnight Deliveries
Reproduction
Sub-Consultant
Long Distance Telephone Calls (excluding Florida cities located outside the boundaries of Polk County)

3.2.3 Mileage and associated travel costs shall be reimbursed in accordance with F.S. 112.061 and County policy for pre-approved out-of-county travel (excluding travel from home offices located outside of Polk County to the Polk County line).

3.2.4 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the County upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the Polk County Roads and Drainage Division offices upon demand, termination of the Agreement, or the conclusion of the project, whichever occurs first.

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

4.0 **Insurance**

4.1 General Provisions

4.1.1 Consultant shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below and provide the County with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the County to evidence such coverage before any work commences.

4.1.2 The County shall be named as an additional insured on all Consultant policies related to the project, excluding professional liability and worker's compensation. The Commercial General Liability and Worker's Compensation Liability policies shall contain a waiver of subrogation in favor of Polk County. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.

4.1.3 The Consultant's self-insured retention or deductible per line of coverage shall not exceed $25,000.00 without the permission of the County.

4.1.4 If there is any failure by the Consultant to comply with the provisions of this section, the County may, at its option, on notice to the Consultant, suspend the work for cause until there is full compliance.

4.1.5 County may, at its sole discretion, purchase such insurance at Consultant's expense provided that the County shall have no obligation to do so and if the County shall do so, it shall not relieve Consultant of its obligation to obtain insurance.

4.1.6 The Consultant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

4.1.7 All Consultants' subconsultants shall be required to include County and Consultant as additional insured on their General Liability Insurance policies.

4.1.8 In the event that subconsultants used by the Consultant do not have insurance, or do not meet the insurance limits, Consultant shall indemnify and hold harmless the County

for any claim in excess of the subconsultants' insurance coverage.

4.1.9 The Consultant shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the County.

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

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

4.3.1 Premises and Operations:

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

4.3.2 Independent Contractors:

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

4.4 Umbrella (Excess) Liability Insurance. Umbrella Liability with limits of not less than $1,000,000.00, exclusive of defense costs, to be in excess of all other coverages. Such coverage shall be at least as broad as the primary coverages above, with any excess umbrella layers written on a strict following form basis over the primary coverage. All such policies shall be endorsed to provide defense coverage obligations.

4.5 Professional Liability Insurance. $2,000,000.00 for design errors and omissions, inclusive of defense costs. Consultant shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the County Director of Risk

Management and Insurance. The County may require the Consultant to provide a higher level of coverage for a specific project and time frame.

4.6 Performance, Payment and Other Bonds. Consultant shall furnish Performance and Payment Bonds specific to each project if required and agreed to under the CSA or CPO for the project.

4.7 Worker's Compensation. The Consultant shall provide, pay for, and maintain worker's compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

5.0 **Standard of Care**

5.1 Consultant has represented to the County that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

5.2 Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

5.3 Consultant shall, at no additional cost to County, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

5.4 The Consultant warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

6.0 **Indemnification**

6.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, County and Consultant agree to allocate such liabilities in accordance with this Section.

6.2 Indemnification.

6.2.1 Consultant, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees costs and

expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Consultant to comply with applicable laws, rules or regulations, (ii) the breach by Consultant of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Consultant's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant, its professional associates, its subcontractors, agents, and employees provided, however, that Consultant shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

6.2.2 County review, comment and observation of the Consultant's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

6.2.3 Consultant agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subconsultants and their employees, and/or for Consultant's performance of this Agreement and its work product(s).

6.3 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Agreement shall survive as if the Agreement were in full force and effect.

7.0 **Independent Contractor**

7.1 Consultant undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

7.2 County shall have no right to supervise the methods used, but County shall have the right to observe such performance.

7.3 Consultant shall work closely with County in performing Services under this Agreement.

7.4 The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and

shall have no right to speak for or bind the County in any manner.

7.5 Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

8.0 **Authority to Practice**

8.1 The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

9.0 **Public Records Law**

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

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

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

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

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

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE**

CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

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

10.0 **Compliance with Laws**

10.1 In performance of the Services, Consultant shall comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards, including those now in effect and hereafter adopted.

11.0 **Subcontracting**

11.1 The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

11.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subcontractor by the County. Failure of a Subcontactor to timely or properly perform its obligations shall not relieve Consultant of its obligations hereunder.

12.0 **Federal and State Taxes**

12.1 The County is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the County will provide an exemption certificate to Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the County, nor shall the Consultant be authorized to use the County's Tax Exemption Number in securing such materials.

13.0 **Public Entity Crimes**

13.1 The Consultant understands and acknowledges that this Agreement with the

County will be voidable by the County, in the event the conditions under Section 287.133, Florida Statutes applies to the Consultant, relating to conviction for a public entity crime.

14.0 **County's Responsibilities**

14.1 County shall be responsible for providing access to all County project sites, and providing information in the County's possession that may reasonably be required by Consultant, including; existing reports, studies, financial information, and other required data that are available in the files of the County.

15.0 **Termination of Agreement**

15.1 This Agreement may be terminated by the Consultant upon thirty (30) days prior written notice to the County in the event of substantial failure by the County to perform in accordance with the terms of the Agreement through no fault of the Consultant.

15.2 This Agreement may be terminated by the County with or without cause immediately upon written notice to the Consultant.

15.3 Unless the Consultant is in breach of this Agreement, the Consultant shall be paid for services rendered to the County's satisfaction through the date of termination.

15.4 After receipt of a Termination Notice, as described in this Article 15.0, and except as otherwise directed by the County, the Consultant shall:

15.4.1 Stop work on the date and to the extent specified.

15.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

15.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the County.

15.4.4 Continue and complete all parts of the work that have not been terminated.

16.0 **Uncontrollable Forces (Force Majeure)**

16.1 Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations

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

17.0 **Governing Law and Venue**

17.1 This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or the United States District Court, Middle District of Florida located in Hillsborough County, Florida. Each party shall be responsible for its own attorneys' fee and other legal costs and expenses.

18.0 **Non-Discrimination**

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

19.0 **Waiver**

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

20.0 **Severability**

20.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

20.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

20.3 The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

20.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

21.0 **Entirety of Agreement**

21.1 The County and the Consultant agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

21.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the County and Consultant pertaining to the Services, whether written or oral.

21.3 None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

22.0 **Modification**

22.1 This Agreement may not be modified unless such modifications are evidenced in writing signed by both County and Consultant. Such modifications shall be in the form of a written Amendment executed by both parties.

23.0 **Successors and Assigns**

23.1 County and Consultant each binds itself and its partners, successors, permitted assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, permitted assigns, and legal representatives of such other party.

23.2 Consultant shall not assign this Agreement without the express written approval of the County by executed amendment, which approval may be withheld in the County's sole discretion.

23.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this agreement and such substitution shall be affirmed by the County by executed amendment.

24.0 **Contingent Fees**

24.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

25.0 **Truth-In-Negotiation Certificate**

25.1 Execution of this Agreement by the Consultant shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the Effective Date of this Agreement.

25.2 The said rates and costs shall be adjusted to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent

wage rates or due to inaccurate representations of fees paid to outside consultants. The County shall exercise its rights under this "Certificate" within one (1) year following payment.

26.0 **Ownership of Documents**

26.1 Consultant shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the County for its use and/or distribution as may be deemed appropriate by the County. Consultant is not liable for any damages, injury or costs associated with the County's use or distribution of these documents for purposes other than those originally intended by Consultant.

27.0 **Access and Audits**

27.1 Consultant shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the Consultant's place of business.

27.2 Misrepresentations of billable time or reimbursable expenses as determined by the Auditor to the Polk County Board of County Commissioners shall result in the recovery of any resulting overpayments. The County's cost of recovery shall be the sole expense of the Consultant, including accounting and legal fees, court costs and administrative expenses.

27.3 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

27.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

28.0 **Notice**

28.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to County: Roads and Drainage Division
3000 Sheffield Road
Winter Haven, FL 33880

Attention: Director

As to Consultant: Ardaman & Associates
1525 Centennial Boulevard
Bartow, FL 33830

28.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

28.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and County.

29.0 **Service of Process**

As to County: County Attorney
County Administration Building
330 W. Church Street, 4th Floor
Bartow, Florida 33830

As to Consultant: Ardaman & Associates
1525 Centennial Boulevard
Bartow, FL 33830

30.0 **Contract Administration**

30.1 Services of Consultant shall be under the general direction of the Roads and Drainage Division Director, or their successor, who shall act as the County's representative during the term of this Agreement.

31.0 **Key Personnel**

31.1 Consultant shall notify County in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to changes. Consultant at County's request shall remove without consequence to the County any Subcontractor or employee of the Consultant and replace him/her with another employee having the

required skill and experience. County has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Name: Brian Runkles

Name: Tom Leto

Name: Brett Buxbaum

Name: Binod Chalise

Name: Rick Barlow

Name: Dan Dunham

32.0. **Annual Appropriations**

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

33.0 **Liquidated Damages**

33.1 The parties hereto agree that liquidated damages, in the amount specified in the applicable CSA/CPO, will be assessed against the Consultant for Consultant's failure to meet the final deliverable date in the Performance Schedule in the Scope of Work, but only to the extent and in proportion to Consultant's fault in causing the delay as compared to other causes, and to the extent the Consultant is not delayed by reasons beyond Consultant's reasonable control.

34.0 Employment Eligibility Verification (E-VERIFY)

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

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization

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

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

35.0 Limitation of Liability.

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

36.0 Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

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

(ii) Additionally, if the value of the goods or services acquired under this Agreement are

greater than or equal to One Million Dollars ($1,000,000), then the Consultant further certifies to the County as follows:

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

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

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

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

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

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

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

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

37. No Construction Against Drafter

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

38. Unauthorized Alien(s)

The Consultant shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Consultant shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY M. BUTTERFIELD

By:_____
Deputy Clerk

Polk County, a political subdivision of the State of Florida

By:_____
George Lindsey III, Chairman
Board of County Commissioners

Date Signed by County:_____

Review as to form and legal sufficiency

Sandra B. Haf 10/5/23
County Attorney's Office Date

ATTEST:

By: [signature]
Asst. Corporate Secretary

ERNEST A. COX, III
[Print Name]

DATE: 10/12/23

SEAL

ARDAMAN & ASSOCIATES, INC. CORPORATE SEAL 2002 FLORIDA

Ardaman & Associates, Inc.
a Florida corporation

By: Brian D. Runkles

BRIAN D. RUNKLES
[Print Name]

ASST. VICE PRESIDENT
[Title]

DATE: 10/13/2023

Rev 4.16.21

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

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

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF Florida County OF Polk
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this October 13, 2023 (Date) by Brian D. Runkles (Name of officer or agent) as Assistant 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 October 13, 2023 (Date) Cheryl W. VanArsdall (Official Notary Signature and Notary Seal)
Cheryl W. VanArsdall (Name of Notary typed, printed or stamped)
Commission Number HH 367253 Commission Expiration Date June 27 2027

CHERYL W VANARSDALL
Commission # HH 367253
Expires June 27, 2027

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

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

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ County OF _____

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

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

Exhibit A

RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal proposals from vendors that are interested in providing professional services to support the needs of the County for geotechnical services and construction material testing and inspection here as described herein. Sealed proposals must be received in the Procurement Division, prior to the due date and time listed below.

RFP Number and Title: 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

Description: Provide professional services to support the needs of the County for geotechnical services and construction material testing and inspection.

Receiving Period: Prior to 2:00 p.m., Wednesday, June 7, 2023

Bid Opening: Wednesday, June 7, 2023, at 2:00 p.m. or as soon as possible thereafter.

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

Questions regarding this RFP must be in writing and must be sent to Michael Guerrero Sr. Procurement Analyst, via email at michaelguerrero@polk-county.net or via fax at (863) 534-6789. All questions must be received by, Tuesday, May 30, 2023, 4:00 p.m.

RFP REGISTRATION

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

RFP Number: 23-328

RFP Title: Professional Geotechnical Services and Construction Material Testing and Inspection

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

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

Carefully complete this form and return it to the Procurement Division via e-mail to procurement@polk-county.net or fax (863) 534-6789. You must submit one form for each solicitation that you are registering for.

Company Name: _____

Contact Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

PROPOSAL SUBMITTAL INSTRUCTIONS

Proposers must submit their proposal prior to 2:00 p.m. on the receiving date. Proposals must be submitted in a “sealed” parcel or electronically through Polk County’s secure website, Kiteworks. Proposals will be publicly opened at 2:00 p.m. on the receiving date.

Sealed Parcel Submittal:

If you are submitting a sealed parcel proposal submit one (1) original marked ORIGINAL and five (5) copies marked COPY of the proposal in a sealed parcel to the Procurement Division. The parcel should be labeled “RFP #23-328, Professional Geotechnical Services and Construction Material Testing and Inspection” and marked with the proposer’s name and address. The Proposals may be mailed or delivered to:

Polk County Procurement Division

330 West Church Street, Room 150

Bartow, FL 33830

To assist with labeling the sealed parcel, please cut along the outer border and affix this label. Be sure to include the name of the company submitting the proposal where requested.

Sealed Proposal. DO NOT OPEN	
RFP Number	23-328
RFP Title	Professional Geotechnical Services and Construction Material Testing and Inspection
Due Date/Time:	June 7, 2023, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

Proposals may be mailed, express mailed or hand delivered. It is the Proposers responsibility to ensure their package is delivered to the Procurement Division prior to

2:00 p.m. on the Receiving date and time referenced above. Proposals delivered at 2:00 p.m. or later will not be accepted.

Electronic Proposals Submittal:

All prospective Proposers that are interested in submitting their proposals electronically can do so via the County's secure electronic submittal website, Kiteworks. Proposers must email michaelguerrero@polk-county.net at least 48 hours prior to opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for the Cost Tab, if applicable. Please use the name convention of your files as follow:

"RFP 23-328 Tab 1"

"RFP 23-328 Tab 2"

"RFP 23-328 Tab 3"

"RFP 23-328 Tab 4"

"RFP 23-328 Tab 5"

"RFP 23-328 Tab 6"

"RFP 23-328 Tab 7"

"RFP 23-328 Tab 8"

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

Procurement recommends that Proposers submitting electronically double check the documents submitted into Kiteworks to ensure all requested tab information has been uploaded. Failure to upload the requested tab information may result in the proposal being deemed nonresponsive.

POLK COUNTY
Procurement Division
Fran McAskill
Procurement Director
REQUEST FOR PROPOSAL 23-328

Professional Geotechnical Services and Construction Material Testing and Inspection

Sealed proposals will be received in the Procurement Division, **Wednesday, June 7, 2023, prior to 2:00 p.m.**

Attached are important instructions and specifications regarding responses to this Request for Proposal (the "RFP"). The failure of a responding proposer (a "Proposer") to follow these instructions could result in Proposer disqualification from consideration for a contract to be awarded pursuant to this RFP.

This document is issued by Polk County (the "County") which is the sole distributor of this RFP and all addenda and changes to the RFP documents. The County shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The County shall post all such addenda, together with any other information pertaining to this RFP, on the County's website at

http://www.polk-county.net/procurement/procurement-bids. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a "Proposal") to this RFP to ensure that that the Proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the Proposer should not rely on such sources for information regarding the RFP solicitation.

Questions regarding this RFP must be in writing and must be sent to Michael Guerrero, via email at michaelguerrero@polk-county.net or via fax at (863) 534-6789. All questions must be received by May 30, 2023, 4:00 p.m.

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

A Proposer's responsive Proposal to this RFP may be mailed, express mailed, or hand delivered to:
Polk County Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830
(863)534-6757

INTRODUCTION

Polk County, a political subdivision of the State of Florida seeks professional geotechnical services and construction material testing and inspection, and as further defined in the Scope of Services below.

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

It is the intent of the County to select and negotiate a Master Consulting Agreement with multiple firm(s).

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

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

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

SCOPE OF SERVICES

The scope of services shall include, but not be limited to in-place density tests; standard or modified proctors; limerock bearing ratio test; compressive strength of concrete cylinders; compressive strength of soil-cement pills; Super Pave - asphalt binder content, gradations, gyratory pills, pavement density, air voids; core drill & soils analysis; steel inspection; geotechnical investigations & soil testing; asphaltic concrete inspection services; concrete testing, which includes, but is not limited to the specific services listed on Exhibit "A" at the end of this document. All reports submitted by the Consultant(s) shall include specific recommendations, as applicable.

The County shall request the services on an as-needed basis. There is no guarantee that any or all of the services described in the agreement will be assigned during the term of the agreement. Further, the Consultant is providing these services on a nonexclusive basis. The County, at its option, may elect to have any of the services set forth herein performed by other consultants or County staff.

AGREEMENT

The Master Consulting Agreement will be for five (5) years unless otherwise terminated in accordance with the master service agreement.

EVALUATION CRITERIA

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

Tab 1 Executive Summary

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

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

Tab 2 Approach to the Project (35 points)

(Maximum of four (4) pages)

a) Describe in detail the components of how your firm proposes to manage assigned project(s), based upon the scope of services. Please identify the services your firm provides which make you qualified to perform the required services.
b) Describe how the firm plans to maintain the project team and manage the project team members' time in order to ensure sufficient time to complete a project.
c) Describe the firm's Quality Assurance and Quality Control program as it pertains to engineering services.

Tab 3 Experience, Expertise, Personnel and Technical Resources (35 points)

- Identify a minimum of five (5) and a maximum of eight (8) projects in which the proposer has performed within the past five (5) years as the prime proposer which best illustrate the experience of the firm and current staff as related to the desired services. At least three (3) of the projects identified should be for geotechnical services, and at least two (2) should be for construction and material testing and inspection. At least three (3) of the minimum five (5) projects

should have been performed within the state of Florida. (Maximum of one (1) page only per project).
    - For each project please provide:
        a) Name and location of the project;
        b) Size and cost of the project;
        c) Project representative name, address, phone number, and email address
        d) Date project was completed or is anticipated to be completed, if completed provide the actual completion date;
        e) The nature of the firm's responsibility on the project;
        f) List of change orders, including dollar amount, which were the result of unforeseen circumstances or design errors/oversights; and
        g) List of any time extensions created by item f above.
- Provide an organizational chart of the team highlighting the key individuals who will work on this contract.
- Provide brief resumes of the firm's key personnel to be assigned to the master service agreement including, but not limited to, the items in the list below (One (1) page maximum per resume):
    a) Name and current position held by the person
    b) Name, title and project assignment
    c) Experience:
        1) Types of projects.
        2) Size of projects (dollar value of project).
        3) What were their specific project involvements?
- Identify any sub-consultants that may be involved throughout the duration of the agreement. For each sub consultant identified please provide:
    - A brief description of their experience outlining their qualifications to perform the intended services
    - A brief resume for each key personnel that will be assigned to perform the intended services

Tab 4 Is the Firm a "Polk County Entity"? (5 Points)

- There will be a maximum of five (5) points allocated for this Tab. If the Proposer is a Polk County Entity, then five (5) points will be allocated. If the Proposer is not a Polk County Entity but is utilizing one or more sub-consultants that are a Polk County Entity to assist in performing the scope of work, then the Proposal will be allocated one (1) point for each sub-consultant which is a Polk County Entity up to a maximum of five (5) points. The Polk County Entity sub-consultant(s) must have been identified under Tab 3, Experience, Expertise, Personnel and Technical Resources in order to qualify for point allocation.
- Provide documentation of the Proposers' or sub-consultant's headquarters and local offices, if any, and the amount of time the firm has been located at each

such local office. Please also indicate the number of employees at the local office.

- Proposers or sub-consultants will be allocated points if they meet the following Polk County Government definition of Polk County Entity.
    - The term “Polk County Entity” means any business having a physical location within the boundaries of Polk County, Florida, at which employees are located and business activity is managed and controlled on a day-to-day basis. Additionally, the business must have been located within the boundaries of Polk County for a minimum of 12 months prior to the date the applicable solicitation is issued. This requirement may be evidenced through a recorded deed, an executed lease agreement, or other form of written documentation acceptable to the County. The County shall have the right, but not the obligation, to verify the foregoing requirements.
- In the event a Proposer lists one or more sub-consultants in Tab 4 which is a Polk County Entity and receives point(s) as a result, and after the Proposer is awarded the project, if successful, it is determined that the listed sub-consultant does not assist in the performance of the scope of work (and is not replaced with an alternative sub-consultant which is a Polk County Entity), then the Proposer acknowledges and agrees that it may be suspended or debarred by the Procurement Director for failure to comply with the conditions, specifications or terms of a proposal or contract with the County or for committing a fraud or misrepresentation in connection with a proposal or contract with the County, in accordance with the Polk County Purchasing Ordinance and Procedures Manual.

Tab 5 Is the Firm a “Certified Woman or Minority Business Enterprise” (5 Points)

- Polk County Board of County Commissioners has a long-standing commitment to encouraging the utilization of Women and Minority Businesses that do business with the County as vendors. To that end we encourage all of our prime and professional services vendors to utilize W/MBE vendors where at all possible, irrespective of a company’s certification status. Please explain how the submitting firm will encourage minority participation in the project. (Limit response to one page)
- There will be a maximum of five (5) points allocated for this tab. If the Proposer is a Woman or Minority owned business, then five (5) points will be allocated. If the Proposer is not a Woman or Minority owned business but is utilizing one or more sub-consultants that are a Women or Minority owned business to assist in performing the scope of work, then the Proposal will be allocated one (1) point for each sub-consultant which meets the County’s certification criteria of Women or Minority owned, up to a maximum of five (5) points. The Woman or Minority owned business sub-consultant(s) must have been identified under Tab 3, Experience, Expertise, Personnel and Technical Resources in order to qualify for point allocation.

- Proposers or sub-consultants will be allocated points if they are a certified W/MBE as evidenced by providing the documentation described below.
    - If the Proposer or sub-consultant has a certified W/MBE status, provide documentation of the firms' certified W/MBE status as defined by the Florida Small and Minority Business Act and as defined in Polk County's Purchasing Procedures. Polk County's Purchasing Procedures recognize the following to meet the requirement of a certified W/MBE status:
        - Valid W/MBE Certification from one of the following
            - Florida Minority Supplier Development Council
            - Women Business Enterprise National Council
            - The State of Florida Office of Supplier Diversity
            - Florida Department of Transportation
            - U. S. Small Business Administration
            - Federal Aviation Authority
            - Other Florida governmental agencies

  Certifications from other governmental agencies will be considered on a case-by-case basis.

- In the event a Proposer lists one or more sub-consultants in Tab 5 which is a Women or Minority owned business and receives point(s) as a result, and after the Proposer is awarded the project, if successful, it is determined that the listed sub-consultant does not assist in the performance of the scope of work (and is not replaced with an alternative sub-consultant which is a Women or Minority owned business), then the Proposer acknowledges and agrees that it may be suspended or debarred by the Procurement Director for failure to comply with the conditions, specifications or terms of a proposal or contract with the County or for committing a fraud or misrepresentation in connection with a proposal or contract with the County, in accordance with the Polk County Purchasing Ordinance and Procedures Manual.

Tab 6 Interactions with County and Regulatory Agency Staff (5 Points)

- Provide documentation supporting the specialized qualifications of the proposed staff in terms of meeting this scope of service. Qualifications should highlight experience with regulatory agencies, identifying specific agencies and the items being addressed, including construction permitting, water use permitting, consent orders, consultation, governing regulations, and other related activities. Describe the firm's ability to work with Roads and Drainage or other Division staff in order to successfully fulfill the scope of service. Demonstrate the firm's knowledge of permitting process, as well as local regulatory agencies, including, but not limited to FDOT, and SWFWMD, if applicable. **(Limit response to one (1) page)**

Tab 7 Timely Completions of Projects (5 points)

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

Tab 8 Surveys of Past Performance (10 Points)

- Provide reference surveys from past clients for the projects identified under Tab 3.
- Completed surveys. (See Exhibit 1) Procurement will take the average of all surveys and score as follows:
    - Average Score between 9-10 (10 Points)
    - Average Score between 7-8 (8 Points)
    - Average Score between 5-6 (6 Points)
    - Average Score between 3-4 (4 Points)
    - Average Score between 1-2 (2 Points)
    - Average Score of 0 (0 Points)

BID OPENING

Proposers may attend the Bid Opening in person or via conference call by dialing (646) 558-8656 and enter Meeting ID: 327 647 2818. A listing of all proposers will be posted to Procurement's website as soon as possible after bid opening.

Selection Process

Proposals will be evaluated in accordance with this section and all applicable County procurement policies and procedures.

The County shall appoint a selection committee (the "Selection Committee") that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section.

The County will use a competitive selection process based on the Elevation Levels described in this Section. At Elevation Levels 2 and 3, the Selection Committee will score and/or rank the Proposals as applicable.

Selection of a final Proposal will be based upon the following steps and factors:

Elevation Level 1 (Procurement Requirements Assessment):

- The County Procurement Division shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the County's discretion, non-conforming Proposals may be eliminated from further consideration and conforming Proposals shall be elevated to Elevation Level 2. Procurement will distribute Proposals and evaluation criteria to the Selection Committee.
- Procurement will also ensure all firms meet the requirement of certification as outlined in Florida Statute 287.055(3)(c).

- The Selection Committee may convene to review questions that arise during individual member review of submitted Proposals before Elevation Level 2 to allow for questions, clarifications, explanations, or other discussion to be held before the review of Proposals is completed.

Elevation Level 2 (Scoring)

- Procurement shall score each Proposal on the following evaluation criteria:
    - Local (Tab 4)-5 points
    - W/MBE Certification (Tab 5)-5 points
    - Surveys of Past Performance (Tab 8)-10 points

    Subtotal Points-20 points

    by the process stated under each corresponding Tab description as set forth on Pages 8-11.

- Each Selection Committee member shall score each Proposal on the following evaluation criteria:
    - Approach to the Project (Tab 2)-35 points
    - Experience, Expertise, Personnel and Technical Resources (Tab 3)-35 points
    - Interaction w/ County & Regulatory Agencies (Tab 6)-5 points
    - Timely Completion of Projects (Tab 7)-5 points
      Subtotal Points-80 points
      by the following process:

1) Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:
    - EXCELLENT (1.0): Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless.
      The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an exceptional and superior degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver far beyond expectation.
    - VERY GOOD (0.8): To a high degree; better than or above competent and/or skillful.
      The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation,

diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver beyond expectation.

- GOOD (0.6): Having positive or desirable qualities; competent; skilled; above average.
  The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at the expected level.
- FAIR (0.4): Average; moderate; mediocre; adequate; sufficient; satisfactory; standard.
  The Proposer provided information for a given criteria that satisfied the requirements and described sufficiently how and what will be accomplished in a manner that exhibited an adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.
- POOR (0.2): Inadequate; lacking; inferior in quality; of little or less merit; substandard; marginal.
  The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information, or was of inferior quality. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.
- UNACCEPTABLE (0.0):
  The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

2) After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points available for such criterion shall be multiplied by the factor associated with the applicable description to produce the number of points allocated for that evaluation criterion. For example, a Selection Committee member classifies the "Experience and Expertise" criterion (which shall be worth 25 points for the purpose of this example) as "Very Good" (which is a description factor multiplier of 0.8). The points that Selection Committee

member allocated for that evaluation criterion would be 20, calculated as follows: 25 available points x 0.8 applicable description factor multiplier = 20 points.

3) A Selection Committee member's total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.
4) When all Selection Committee members have completed their Proposal evaluations, the individual Selection Committee member's total scores for each Proposal will be added together to produce a final score for each Proposal.
5) Procurement will confirm the calculations for the final score for each Proposal. Then, Procurement shall publish a rank-ordered listing of the Proposals to the Selection Committee with the Proposal receiving the highest point as the highest-ranked Proposal.
6) In accordance with Section 287.055(4)(a), Florida Statutes, if there are three (3) or more Proposers in Elevation Level 2, the Selection Committee must elevate no fewer than the three highest scored of such Proposers to Elevation Level 3 for interviews. If there are only two Proposers in Elevation Level 2, the Selection Committee must elevate those two Proposers to Elevation Level 3 for interviews. If there is only one Proposer in Elevation Level 2, then the Selection Committee may collectively decide if they would like to elevate the Proposer to Elevation Level 3 for interviews or if they would like to recommend the Board authorize staff to enter into Contract Negotiations with the Proposer. In the latter case, after Board approval to authorize staff to negotiate a contract, the Proposer will then be elevated to Elevation Level 4 for contract negotiations.

Elevation Level 3 (Proposer Interviews)
The Selection Committee are required to conduct interviews of the Proposers that it has elevated from Elevation Level 2 to Elevation Level 3.

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

- Ability of Personnel
- Whether a Proposer is a certified minority business enterprise
- Past performance
- Willingness to meet time and budget requirements
- Location
- Recent, current, and projected workloads
- Volume of work previously awarded to each Proposer by the County

Procurement shall receive and compile each Selection Committee member's ranking of each Proposer, and then publish a rank-ordered listing of Proposers to the Selection Committee, based on the combined average rankings given each Proposer. The Selection Committee members will then collectively decide if they would like to recommend the Board authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-ranked Proposer(s). After Board approval to authorize staff to negotiate a contract, said Proposer(s) will then be elevated to Elevation Level 4 for contract negotiations.

Elevation Level 4 (Contract Negotiations)
If a Proposer is elevated to this level, the User Division, with the assistance of Procurement and the County Attorney's Office, shall negotiate an Agreement with the elevated Proposer(s) in accordance with Section 287.055(5), Florida Statutes.

If after negotiating for a reasonable time period the parties cannot agree on a contract, the County shall, in its sole discretion, terminate further contract negotiations with that Proposer(s). Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer(s) have terminated. The Selection Committee shall then determine whether to recommend to the Board to approve contract negotiations with the next-highest-ranked Proposer, and so on. If the Selection Committee decides not to recommend contract negotiations with the next-highest-ranked Proposer, or if the County determines there is no other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.

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

ATTENTION PROPOSERS

The Successful Proposer must register in our new Vendor Database if you have not already done so prior to award of this RFP. A purchase order cannot be issued to a vendor until they have registered.

You may register by going to the following link:

https://www.polk-county.net/procurement/vendor-registration

Registered vendors will receive a User ID and Password to access their company information. All registered vendors must provide their owner gender, owner ethnicity, corporate status, and a minimum of one (1) commodity code to be considered registered. It is the responsibility of all vendors to update their vendor information.

Only registered vendors will receive notifications of future RFP's.

GENERAL CONDITIONS

CONTACT

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

INSURANCE REQUIREMENTS

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

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

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

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

Premises and Operations and Products/Completed Operations;

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

Independent Contractors; Policy must include Separation of Insureds Clause.

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

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

INDEMNIFICATION

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

PUBLIC ENTITY CRIMES STATEMENT

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 or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting this proposal, the proposer hereby certifies that they have complied with said statute.

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

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

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

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

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

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

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

APPLICABLE LAWS AND COURTS

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

CONTRACTUAL MATTERS

A contract in substantially the same form as attached here to as Attachment "A" (Master Consulting Agreement) will be executed between the County and the successful Proposer(s).

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

PROPOSAL ACCEPTANCE PERIOD

A proposal shall be binding upon the offeror and irrevocable by it for one hundred and twenty (120) calendar days following the proposal opening date. Any proposal in which offeror shortens the acceptance period may be rejected.

ADDITION/DELETION

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

PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are in the public domain. However, the proposers are required to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Proposers should provide a redacted copy of proposal with submittal or must provide within thirty (30) days from the Proposal due date.

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

REVIEW OF PROPOSAL FILES

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

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

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

A copy of the protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at https://www.polk-county.net/procurement/protest-procedures.

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

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

EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)

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

B. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, contractors and subcontractors shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. 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. 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 the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

LIMITATIONS

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

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

PUBLIC RECORD LAWS

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

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

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

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

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

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

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

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

Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).
   i. By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.
   ii. Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000), then the Vendor further certifies to the County as follows:
      a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
      b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
      c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
      d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or

Syria when it submitted its proposal to the County concerning the subject of this Agreement.

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

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

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

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

Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: _____

DBA/Fictitious Name (if applicable): _____

TIN #: _____

Address: _____

City: _____

State: _____

Zip Code: _____

County: _____

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization (select one type)

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

State of Incorporation: _____

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

EXHIBIT 1
DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

The objective of this process is to identify the past performance of the Contractor submitting a proposal package. This is accomplished by sending survey forms to past customers. The customers should return the forms directly to the Contractor. The Contractor is to include all surveys in their proposal package.

Sending the Survey

The surveys shall be sent to all clients for whom the Contractor has identified under Tab 3. Surveys should correlate to all projects identified under Tab 3.

If more surveys are included, then Procurement will only use those identified under Tab 3.

1. The Contractor shall complete the following information for each customer that a survey will be sent

CLIENT NAME	Name of the company that the work was performed for (i.e. Hillsborough County).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (Geotechnical Services/Construction Material Testing and Inspection for X Project)
COST OF SERVICES	Cost of services ($250,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2022)

2. The Contractor is responsible for verifying that their information is accurate prior to submission for references.

3. The survey must contain different services/projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.

4. The past projects can be either completed or on-going.

5. The past client/owner must evaluate and complete the survey.

Preparing the Surveys

1. The Contractor is responsible for sending out a performance survey to the clients that have been identified under Tab 3. The survey can be found on the next page.
2. The Contractor should enter the past clients' contact information, and project information on each survey form for each reference. The Contractor should also enter their name as the Contractor being surveyed.
3. The Contractor is responsible for ensuring all references/surveys are included in their submittal under Tab 8
4. Polk County Procurement may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

Survey Questionnaire – Polk County

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

To: _____ (Name of Person completing survey)

_____ (Name of Client Company/Contractor)

Phone Number: _____ Email: _____

Subject: Past Performance Survey of Similar work:

Project name: _____

Name of Vendor being surveyed: _____

Cost of Services: Original Cost: _____ Ending Cost: _____

Contract Start Date: _____ Contract End Date: _____

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage	(1-10)	
5	Close out process	(1-10)	
6	Ability to communicate with Client's staff	(1-10)	
7	Ability to resolve issues promptly	(1-10)	
8	Ability to follow protocol	(1-10)	
9	Ability to maintain proper documentation	(1-10)	
10	Appropriate application of technology	(1-10)	
11	Overall Client satisfaction and comfort level in hiring	(1-10)	
12	Ability to offer solid recommendations	(1-10)	
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	

Printed Name of Evaluator _____

Signature of Evaluator: _____

Please fax or email the completed survey to: _____

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 23-328, PROFESSIONAL GEOTECHNICAL SERVICES and CONSTRUCTION MATERIAL TESTING and INSPECTION

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

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

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

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

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

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

Exhibit “A”
Specific Services

Specific services shall include, but not be limited to, sampling and testing of soils, concrete, asphalt and various other construction materials.

1.	In-Place density tests
2.	Standard or modified proctors
3.	Limerock Bearing Ratio tests (3 points)
4.	Compressive strength of concrete cylinders (4 per set)
5.	Compressive strength of soil-cement pills (4 per set)
6.	Core drilling & soils analysis
	STEEL INSPECTION
1.	Inspection of Welds & Bolt Torqueing A) At Plant B) At Job Site 1. One (1) Man Inspection Crew 2. Two (2) Men Inspection Crew
2.	Reinforcing Steel Inspection
3.	Nondestructive Testing of Steel & Connections
	GEOTECHNICAL INVESTIGATIONS & SOIL TESTS
1.	**Standard Penetration Test Borings (ASTM D-1586)(Minimum 50 feet per job)** A) 0-50 foot depth interval B) 50-100 foot depth interval C) 100-125 foot depth interval D) 125-150 foot depth interval
2.	Solid Auger Stem Borings (minimum 100 feet per job)
3.	Manual Auger Borings
4.	Drill Service from Floating Platform
5.	Rock Coring
6.	Installation of Steel Casing

7.	Ground Penetrating Radar
8.	Cone Penetrometer Radar
9.	Dilatometer Soundings
10.	Atterberg Limits A) Liquid Limit (LL) – Plastic Limit (PL) B) Shrinkage Limit (SL)
11.	California Bearing Ratio
12.	Consolidation A) Consolidation with Reload
13.	Corrosion Resistance (pH and R)
14.	Field Density Tests (minimum 3 tests per trip)
15.	Florida Bearing Value (FBCV)
16.	Florida Bearing Value Determination of Blend Proportions
17.	Grain Size: A) Hydro Analysis B) Sieve Analysis (Wash No. 200 Sieve)
18.	Ground Penetrating Radar
	GEOTECHNICAL INVESTIGATIONS & SOIL TESTS
19.	Limerock Bearing Ratio (LBR) (3 point)
20.	Limerock Bearing Ratio (LBR) (5 point)
21.	Moisture Content
22.	Moisture Density Test (Standard or Modified Proctor)
23.	Muck Probing 2 Man Crew 3 Man Crew
24.	Organic Content Determination
25.	Monitor Well Installation includes permits, lithologic log, and report – 2” or 4” PVC with removable, water-tight plug
	Hollow Stem Auger Boring
	Casing: 2-inch PVC (site spec. may require stickup)
	Casing: 4-inch PVC (site spec. may require stickup)
	Casing: 2-inch Steel (site spec. may require stickup)

	Casing: 4-inch Steel (site spec. may require stickup)
	0.010-inch Filter Screen: 2-inch PVC + min. 6-inch tail
	0.005-inch Filter Screen: 2-inch PVC + min. 6-inch tail
	0.010-inch Filter Screen: 4-inch PVC + min. 6-inch tail
	0.005-inch Filter Screen: 4-inch PVC + min. 6-inch tail
	Filter Sand: Varies from approx. 30/65 to approx. 20/30
	Bentonite: Chips / Balls
	Bentonite: Slurry / Slurry by tremie pipe
	Neat Grout
	Protective Casing (Hinged top and lockable) w/ name plate
	Concrete Pad (2'x2'x4" above-ground or 12-inch flush-mount round)
	Concrete-filled, Painted, Protective Bollard min. 4.5-inch O.D. max 6-inch O.D. (4-foot tall / 2-foot buried)
26.	Well Abandonment includes permits and report
	2-inch Well
	4-inch Well
27.	Tracked-Mounted Direct Push Technology (DPT) Rig w/all equipment and crew
	GEOTECHNICAL INVESTIGATIONS & SOIL TESTS
28.	pH
29.	Permeability Tests – Field (15', 2 depths) (Excluding auger borings & vertical permeability)
30.	Permeability Tests – Laboratory Granular Soil Cohesive Soil
31.	Soil-Cement, Field Testing & Observation
32.	Soil-Cement, Laboratory Design Mixes (FOB Laboratory)

33.	Soil Plate Load Test (ASTM)
34.	Specific Gravity
35.	Double Ring Infiltrometer Test
36.	Relative Density Test
37.	Triaxial Compression Test (CU) (3 points) Additional points
38.	Unconfined Compression Tests
39.	Undisturbed Thin-Walled Tube Sampling
40.	Unit Weight
	ASPHALTIC CONCRETE INSPECTION SERVICES
1.	Asphaltic Concrete Paving Plant Inspection
2.	Asphalt Mix-Gradation
3.	Asphalt Mix-Bulk Specific Gravity
4.	Asphalt Mix-Gradation
5.	Asphalt Mix- Maximum Specific Gravity
6.	Asphalt Mix- Temperature
7.	RAP – Asphalt Binder Content
8.	RAP – Gradation
9.	RAP- Maximum Specific Gravity
10.	Coring Pavement for Density and/or Thickness
11.	Asphalt Core Density (core provided by others)
12.	Gyratory Compaction for SuperPave AASH to TP4-00
13.	Quantitative Determination of Asphalt Content from Asphalt Paving Mixtures by the Ignition Method FM5-563
	CONCRETE TESTING
	Concrete Aggregate Tests (FOB Lab)
1.	Sieve Analysis, Fine or Coarse
2.	Absorption
3.	Specific Gravity

4.	Unit Weight
5.	Material Finer than No. 200 Sieve
6.	Organic (Color metric ASTM C-40)
7.	Salt Content
8.	Los Angeles Abrasion
9.	Soundness (5 cycle sodium sulfate) (5 cycle magnesium sulfate)
10.	Masonry Mortar strength Comparative, Sand or Water
	Concrete Beams
11.	Flexural Strength, Making & Testing (3 tests per set)
	Concrete Masonry Units or Prisms
12.	Compressive Strength, ASTM C-140, 5 Specimens
13.	Absorption & Moisture Content, ASTM C-150, 5 Specimens
14.	Compressive Strength Testing of Hollow Masonry Prisms ASTM E-477 (FOB)
15.	Compressive Strength Testing of Hollow Masonry Prisms with Grouted Cells, ASTM E-477
16.	Molding, Curing & Testing of 2” x 2” Masonry Mortar Cubes (set of 3 cubes)
17.	Concrete Masonry Units, ASTM Test (5 Compression & 5 Absorption Tests)
	Concrete Coring
18.	Securing Structural or Pavement Cores, Compression Tests & Thickness
19.	Coring Site Accessible – Does not include mobilization charge, staging and/or scaffolding, 4” diameter or smaller, 6” thickness or less. Compressive Strength of Concrete Cores (cores provided by others)
	Grout Cubes
20.	Making and Compression Tests of 2” Cubes from Job Site (set of 3)

	Concrete Cylinders
21.	Making & Compression Tests of 6” x 12” Cylinders (Slump Test Included)
22.	Compression Tests of 6” x 12” Cylinders
23.	Extra Slump Tests
24.	Air Content Tests
	Concrete Design Mixes
25.	Concrete Design Mixes (including standard aggregate tests & one trial batch with 6 compression test cylinders)
26.	Brush/Loss (for soil Cement basis) ASTM Durarock & Pug Mix
27.	Linear Shrinkage Tests of Concrete Block (ASTM 426)
28.	Concrete Ready Mix Plant or Job Inspection
29.	Pre-Fabricated Panel Tests, ASTM or FHA

May 10, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1
RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

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

Contained within this addendum: Correction to Contractual Matters reference on page 20 of the RFP document.

Michael Guerrero
Sr. Procurement Analyst
Procurement Division

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

Signature:_____

Printed Name:_____

Title:_____

Company:_____

ADDENDUM #1

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

CLARIFICATION

DELETE IN ITS ENTIRETY:

Page 20, Contractual Matters

A contract in substantially the same form as attached here to as Attachment "A" (Master Consulting Agreement) will be executed between the County and the successful Proposer(s).

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

REPLACE WITH:

A contract in substantially the same form as attached here to as Attachment "B" (Master Consulting Agreement) will be executed between the County and the successful Proposer(s).

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

DRAFT AGREEMENT
MASTER CONSULTING AGREEMENT

THIS AGREEMENT is entered into as of the Effective Date (defined in Section 1.1 below) by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida 33830, _____ (the "Consultant") a _____ _____, located at _____, and whose Federal Employer Identification Number is: _____.

WHEREAS, County requires certain professional services in connection with the performance of certain professional geotechnical services and construction material testing and inspection for all Divisions in the County; and,

WHEREAS, the County has solicited for these services via RFP 23-328, an advertised request for proposals (the "RFP"), and has received numerous responsive proposals thereto; and

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

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

1.0 **Term**

1.1 This Agreement shall take effect on the date of its execution by the County (the "Effective Date").

1.2 The term of this Agreement shall be for a five (5) year time period, commencing upon the Effective Date and remaining in full force and effect thereafter, unless otherwise sooner terminated as provided herein.

2.0 **Services to Be Performed by Consultant**

2.1 Consultant shall perform the services as generally described in (i) the County's Request for Proposals RFP 23-328, to include all attachments and addenda, and (ii) the Consultant's responsive proposal thereto (collectively, (i) and (ii) are "RFP 23-328") all of which are incorporated into this Agreement by this reference, attached hereto as a composite Exhibit "A" and made a part of

this Agreement, and as may be further specifically designated and authorized by the County, in writing (collectively, the "Services"). Such authorization will be referred to as a Consultant Services Authorization ("CSA") or a Contract Purchase Order ("CPO") and all provisions of this Agreement apply to the CSA/CPO with full force and effect as if appearing in full within each CSA/CPO. Each CSA/CPO will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages and completion date, and shall become effective upon the due execution.

2.2 The Consultant is not authorized to undertake any project without a duly executed CSA/CPO, which shall specify the work to be performed and the time to be completed. Consultant recognizes that the County may employ several different Consultants to perform the work described and that the Consultant has not been employed as the exclusive agent to perform any such services.

2.3 When the Consultant and the County enter into a CSA/CPO where the term of the CSA/CPO expires on a date that is later than the date that the Master Consulting Agreement (MCA) expires, the Consultant and the County agree that the terms of the MCA and any amendments, attachments or provisions thereof are automatically extended until the expiration (including any extension or amendment thereto) or full completion of the requirements of the CSA/CPO have been performed. Cancellation by the County of any remaining work prior to the full completion of the requirements of the CSA/CPO shall cause the terms of the MCA to terminate at the same time. This provision only applies when the expiration of the CSA/CPO extends beyond the expiration of the MCA. It does not apply when a CSA/CPO expires or is cancelled prior to the expiration of the MCA.

3.0 **Compensation**

3.1 General

3.1.1 County shall pay Consultant in accordance with Exhibit "B", "Fee Schedule", which is attached hereto and incorporated by reference as part of this Agreement. The fee schedule identifies all job classifications, which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services.

3.1.2 Upon the mutual agreement of the parties, the Fee Schedule, as set out in Exhibit "B" may be adjusted by a written Amendment to the Master Consulting Agreement annually beginning one year from the Effective Date of this Agreement. Such amendment must be executed by both parties and shall operate prospectively only and shall not alter fee schedules for CSA's/CPO's in effect at the time of the amendment.

3.1.3 Compensation may be negotiated as a not to exceed price or a lump sum amount on a per-project basis, on each individual CSA/CPO.

3.1.4 In the event a not to exceed price is negotiated, compensation shall be billed and paid based on and in accordance with the Hourly Rate Schedule attached hereto and incorporated herein as Exhibit "B". The Hourly Rate Schedule identifies all job classifications which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services.

3.1.5 Invoices must reference the applicable CSA/CPO number, using an invoice form approved by the County Auditor.

3.1.6 Each individual invoice shall be due and payable forty-five (45) days after receipt by the County of correct, fully documented, invoice, in form and substance satisfactory to the County with all appropriate cost substantiations attached. All invoices shall be delivered, as applicable based on the particular project:

Polk County Roads & Drainage Division
P.O. Box 9005, Bartow, FL 33830
Attention: Director

3.1.7 In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the County. This certifies that all services have been properly performed and all charges and costs have been invoiced to the County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the Consultant.

3.1.8 Payment of the final invoice shall not constitute evidence of the County's

DRAFT

acceptance of the work

3.1.9 Invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional documents may be requested by County and, if so requested, shall be furnished by Consultant to County Auditor's satisfaction.

3.1.10 By submission of an invoice, the project manager or designated payroll officer is deemed to be attesting to the correctness and accuracy of time charges and requested reimbursements.

3.1.11 Pursuant to Section 3.1.4, if a not to exceed fee is negotiated, invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Alternatively, if a lump sum amount is negotiated, invoices shall be made upon the completion of each phase of the work in proportion to the Services performed, as specifically set forth in the applicable CSA or CPO. Additional documentation may be requested by the County and, if so requested, shall be furnished by the Consultant to the County Auditor's satisfaction.

3.2 Reimbursable

3.2.1 All requests for payment of out-of-pocket expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the County's Reimbursable Schedule, Exhibit "C", and include copies of paid receipts, invoices or other documentation acceptable to the County's Auditor. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Agreement, CSA, or CPO.

3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the applicable CSA or CPO, and include:

Overnight Deliveries
Reproduction
Sub-Consultant
Long Distance Telephone Calls (excluding Florida cities located outside the boundaries of Polk County)

3.2.3 Mileage and associated travel costs shall be reimbursed in accordance with F.S. 112.061 and County policy for pre-approved out-of-county travel (excluding travel from home

offices located outside of Polk County to the Polk County line).

3.2.4 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the County upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the Polk County Roads & Drainage Division offices upon demand, termination of the Agreement, or the conclusion of the project, whichever occurs first.

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

4.0 **Insurance**

4.1 General Provisions

4.1.1 Consultant shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below and provide the County with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the County to evidence such coverage before any work commences.

4.1.2 The County shall be named as an additional insured on all Consultant policies related to the project, excluding professional liability and worker's compensation. The Commercial General Liability and Worker's Compensation Liability policies shall contain a waiver of subrogation in favor of Polk County. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.

4.1.3 The Consultant's self-insured retention or deductible per line of coverage shall not exceed $25,000.00 without the permission of the County.

4.1.4 If there is any failure by the Consultant to comply with the provisions of this section, the County may, at its option, on notice to the Consultant, suspend the work for cause until there is full compliance.

4.1.5 County may, at its sole discretion, purchase such insurance at Consultant's expense provided that the County shall have no obligation to do so and if the County shall do so, it shall not relieve Consultant of its obligation to obtain insurance.

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4.1.6 The Consultant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

4.1.7 All Consultants' subconsultants shall be required to include County and Consultant as additional insured on their General Liability Insurance policies.

4.1.8 In the event that subconsultants used by the Consultant do not have insurance, or do not meet the insurance limits, Consultant shall indemnify and hold harmless the County for any claim in excess of the subconsultants' insurance coverage.

4.1.9 The Consultant shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the County.

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

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

4.3.1 Premises and Operations:

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

4.3.2 Independent Contractors:

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

4.4 Umbrella (Excess) Liability Insurance. Umbrella Liability with limits of not less than $1,000,000.00, exclusive of defense costs, to be in excess of all other coverages. Such coverage shall be at least as broad as the primary coverages above, with any excess umbrella layers written on a

strict following form basis over the primary coverage. All such policies shall be endorsed to provide defense coverage obligations.

4.5 Professional Liability Insurance. $2,000,000.00 for design errors and omissions, inclusive of defense costs. Consultant shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the County Director of Risk Management and Insurance. The County may require the Consultant to provide a higher level of coverage for a specific project and time frame.

4.6 Performance, Payment and Other Bonds. Consultant shall furnish Performance and Payment Bonds specific to each project if required and agreed to under the CSA or CPO for the project.

4.7 Worker's Compensation. The Consultant shall provide, pay for, and maintain worker's compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

5.0 **Standard of Care**

5.1 Consultant has represented to the County that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

5.2 Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

5.3 Consultant shall, at no additional cost to County, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

5.4 The Consultant warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

6.0 **Indemnification**

6.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, County and

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Consultant agree to allocate such liabilities in accordance with this Section.

6.2 Indemnification.

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

6.2.2 County review, comment and observation of the Consultant's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

6.2.3 Consultant agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subconsultants and their employees, and/or for Consultant's performance of this Agreement and its work product(s).

6.3 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Agreement shall survive as if the Agreement were in full force and effect.

7.0 **Independent Contractor**

7.1 Consultant undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

7.2 County shall have no right to supervise the methods used, but County shall have the right to observe such performance.

7.3 Consultant shall work closely with County in performing Services under this Agreement.

7.4 The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the County in any manner.

7.5 Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

8.0 **Authority to Practice**

8.1 The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

9.0 **Public Records Law**

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

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

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

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

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

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

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

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

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

10.0 **Compliance with Laws**

10.1 In performance of the Services, Consultant shall comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards, including those now in effect and hereafter adopted.

11.0 **Subcontracting**

11.1 The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

11.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subcontractor by the County. Failure of a Subcontactor to timely or properly perform its obligations shall not relieve Consultant of its obligations hereunder.

12.0 **Federal and State Taxes**

12.1 The County is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the County will provide an exemption certificate to Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the County, nor shall the Consultant be authorized to use the County's Tax Exemption Number in securing such materials.

13.0 **Public Entity Crimes**

13.1 The Consultant understands and acknowledges that this Agreement with the County will be voidable by the County, in the event the conditions under Section 287.133, Florida Statutes applies to the Consultant, relating to conviction for a public entity crime.

14.0 **County's Responsibilities**

14.1 County shall be responsible for providing access to all County project sites, and providing information in the County's possession that may reasonably be required by Consultant, including; existing reports, studies, financial information, and other required data that are available in the files of the County.

15.0 **Termination of Agreement**

15.1 This Agreement may be terminated by the Consultant upon thirty (30) days prior written notice to the County in the event of substantial failure by the County to perform in accordance with the terms of the Agreement through no fault of the Consultant.

15.2 This Agreement may be terminated by the County with or without cause immediately upon written notice to the Consultant.

15.3 Unless the Consultant is in breach of this Agreement, the Consultant shall be paid for services rendered to the County's satisfaction through the date of termination.

15.4 After receipt of a Termination Notice, as described in this Article 15.0, and except as otherwise directed by the County, the Consultant shall:

15.4.1 Stop work on the date and to the extent specified.

15.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

15.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the County.

15.4.4 Continue and complete all parts of the work that have not been terminated.

16.0 **Uncontrollable Forces (Force Majeure)**

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

17.0 **Governing Law and Venue**

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17.1 This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or the United States District Court, Middle District of Florida located in Hillsborough County, Florida. Each party shall be responsible for its own attorneys' fee and other legal costs and expenses.

18.0 **Non-Discrimination**

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

19.0 **Waiver**

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

20.0 **Severability**

20.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

20.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

20.3 The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

20.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

21.0 **Entirety of Agreement**

21.1 The County and the Consultant agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated

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herein.

21.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the County and Consultant pertaining to the Services, whether written or oral.

21.3 None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

22.0 **Modification**

22.1 This Agreement may not be modified unless such modifications are evidenced in writing signed by both County and Consultant. Such modifications shall be in the form of a written Amendment executed by both parties.

23.0 **Successors and Assigns**

23.1 County and Consultant each binds itself and its partners, successors, permitted assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, permitted assigns, and legal representatives of such other party.

23.2 Consultant shall not assign this Agreement without the express written approval of the County by executed amendment, which approval may be withheld in the County's sole discretion.

23.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this agreement and such substitution shall be affirmed by the County by executed amendment.

24.0 **Contingent Fees**

24.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

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25.0 **Truth-In-Negotiation Certificate**

25.1 Execution of this Agreement by the Consultant shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the Effective Date of this Agreement.

25.2 The said rates and costs shall be adjusted to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The County shall exercise its rights under this "Certificate" within one (1) year following payment.

26.0 **Ownership of Documents**

26.1 Consultant shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the County for its use and/or distribution as may be deemed appropriate by the County. Consultant is not liable for any damages, injury or costs associated with the County's use or distribution of these documents for purposes other than those originally intended by Consultant.

27.0 **Access and Audits**

27.1 Consultant shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the Consultant's place of business.

27.2 Misrepresentations of billable time or reimbursable expenses as determined by the Auditor to the Polk County Board of County Commissioners shall result in the recovery of any resulting overpayments. The County's cost of recovery shall be the sole expense of the Consultant, including accounting and legal fees, court costs and administrative expenses.

27.3 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

27.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

28.0 **Notice**

28.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to County: Roads & Drainage
P.O. Box 9005
Bartow, FL 33830
Attention: Director

As to Consultant:

28.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

28.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and County.

29.0 **Service of Process**

As to County: County Attorney
County Administration Building
330 W. Church Street, 4th Floor
Bartow, Florida 33830

As to Consultant:

30.0 **Contract Administration**

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30.1 Services of Consultant shall be under the general direction of the Roads and Drainage Division Director, or their successor, who shall act as the County's representative during the term of this Agreement.

31.0 **Key Personnel**

31.1 Consultant shall notify County in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to changes. Consultant at County's request shall remove without consequence to the County any Subcontractor or employee of the Consultant and replace him/her with another employee having the required skill and experience. County has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Name: _____

Name: _____

32.0. **Annual Appropriations**

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

33.0 **Liquidated Damages**

33.1 The parties hereto agree that liquidated damages, in the amount specified in the applicable CSA/CPO, will be assessed against the Consultant for Consultant's failure to meet the final deliverable date in the Performance Schedule in the Scope of Work, but only to the extent and in proportion to Consultant's fault in causing the delay as compared to other causes, and to the extent the Consultant is not delayed by reasons beyond Consultant's reasonable control.

34.0 Employment Eligibility Verification (E-VERIFY)

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

B. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, contractors and subcontractors shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. 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. 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 the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

35.0 Limitation of Liability.

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

36.0 Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

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

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proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

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

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

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

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

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

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

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

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

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

37. No Construction Against Drafter

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

38. Unauthorized Alien(s)

The Consultant shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C.

1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Consultant shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY M. BUTTERFIELD

By:_____
Deputy Clerk

Polk County, a political subdivision
of the State of Florida

By:_____
George Lindsey, Chairman
Board of County Commissioners
Or (Delete whichever does not apply)
William D. Beasley, County Manager

Date Signed by County:_____

Review as to form and legal sufficiency

_____
County Attorney's Office Date

ATTEST:

By:_____
Corporate Secretary

_____
[Print Name]

DATE:_____

SEAL

COMPANY Name
a _____ _____

By:_____

_____
[Print Name]

_____
[Title]

DATE:_____

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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 _____

DRAFT

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ County OF _____

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

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

DRAFT

May 18, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2
RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

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

Contained within this addendum: Proposals submitted and shortlisted along with the evaluation criteria for the last solicitation (RFP 18-305) added to the County's FTP Site.

To receive a copy of the Proposals submitted and shortlisted and evaluation criteria for RFP 18-305, please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation.* After you have logged in to the FTP site, double click on the file folder "**RFP 23-328 Professional Geotechnical Services and Construction Material Testing and Inspection.zip**", select "Open" or "Save As" to download the Proposals submitted and shortlisted and evaluation criteria for RFP 18-305. If you need assistance accessing this website due to ADA or any other reason, please email Michael Guerrero at michaelguerrero@polk-county.net.

Michael Guerrero
Sr. Procurement Analyst
Procurement Division

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

Signature:_____

Printed Name:_____

Title:_____

Company:_____

ADDENDUM #2

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

Question 1: We are looking to acquire copies of all winning proposals (and evaluation metrics if possible) related to RFP 18-305 Professional Geotech Services & Construction Materials Testing. If there was a shortlist of firms before the final award announcement, we would appreciate those proposals as well.

Answer: Proposals submitted and shortlisted along with the evaluation criteria has been added to the County's FTP Site. The evaluation criteria and the Proposers response to the criteria can be found in the Proposer's response.

To receive a copy of the Proposals submitted and shortlisted and evaluation criteria for RFP 18-305, please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation.* After you have logged in to the FTP site, double click on the file folder "**RFP 23-328 Professional Geotechnical Services and Construction Material Testing and Inspection**.**zip**", select "Open" or "Save As" to download the Proposals submitted and shortlisted and evaluation criteria for RFP 18-305. If you need assistance accessing this website due to ADA or any other reason, please email Michael Guerrero at michaelguerrero@polk-county.net.

June 1, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #3
RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

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

Contained within this addendum: Question asked and answered.

The bid due date is extended to Wednesday June 14, 2023. All Proposals must be received prior to 2:00 p.m.

Michael Guerrero
Sr. Procurement Analyst
Procurement Division

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

Signature:_____

Printed Name:_____

Title:_____

Company:_____

ADDENDUM #3

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

Question 1: We are requesting a one-week extension to this particular request for proposal submittal date (from 2:00 p.m., Wednesday, June 7, 2023, to 2:00 p.m., Wednesday, June 14, 2023). Please let us know if this is something the county is willing to provide.

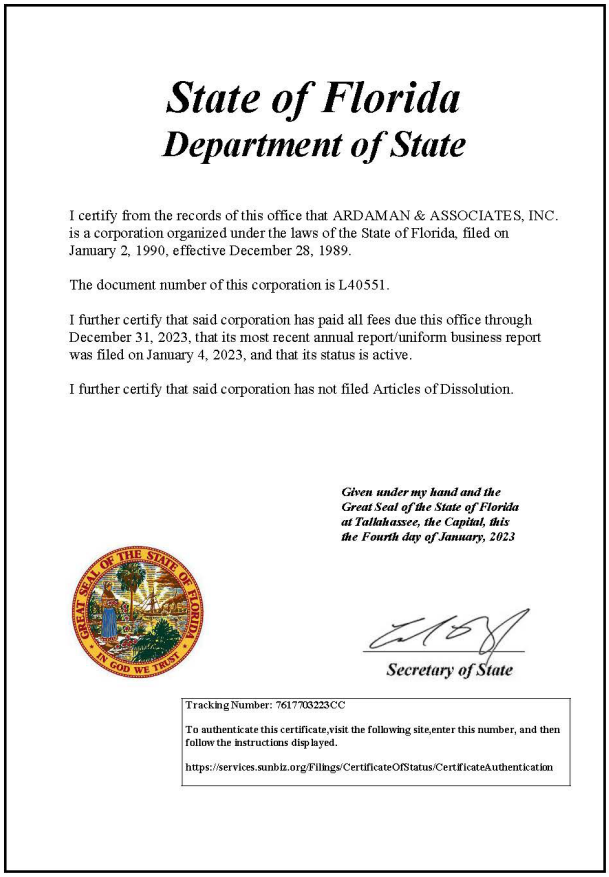
Answer: Yes. The bid due date is extended to Wednesday June 14, 2023. All Proposals must be received prior to 2:00 p.m.

Ardaman & Associates, Inc. is a professional corporation founded in 1959 by Dr. M.E. Ardaman, and the company has for 64 years continually provided services in the practice of engineering. The company was founded in Orlando, and it has expanded to meet the needs of our client community throughout Florida, Louisiana, and Texas. We currently serve from our corporate headquarters in Orlando and 14 branch offices throughout Florida, Louisiana, and Texas. Ardaman employs over 400 individuals companywide.

Ardaman has maintained a full-service office in Polk County (Bartow) since 1974. This office has provided engineering services in Polk County for the past 49 years and employs 33 full-time individuals. The staff in this office will be primarily responsible for serving Polk County under the subject contract. The office includes field exploration capability and a completely equipped and certified construction materials testing laboratory.

Bartow Office
Ardaman & Associates, Inc.
1525 Centennial Blvd.
Bartow, Florida 33830
Phone: 863.533.0858
Fax: 863.533.7325
Brian Runkles, P.E., Branch Manager
E-mail: brunkles@ardaman.com

Ardaman is a Florida corporation recognized by the Secretary of State, and we hold certificates of authorization as an engineering company, a geology company, and an asbestos consultant. Our certificate of incorporation and certificates of authorization are included below.



State of Florida
Department of State

I certify from the records of this office that ARDAMAN & ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on January 2, 1990, effective December 28, 1989.

The document number of this corporation is L40551.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 4, 2023, and that its status is active.

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

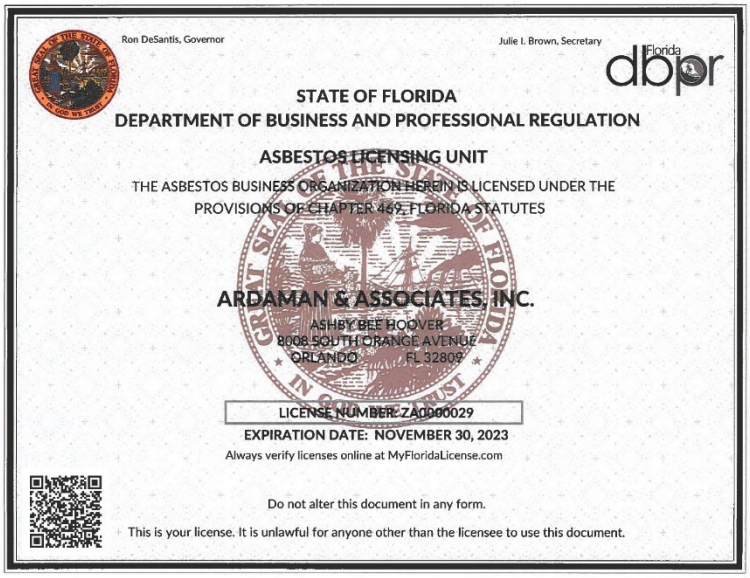
Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fourth day of January, 2023

Secretary of State

Tracking Number: 7617703223CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication



Ron DeSantis, Governor
Julie I. Brown, Secretary
Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT

THE ASBESTOS BUSINESS ORGANIZATION HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

ARDAMAN & ASSOCIATES, INC.
ASHBY BEE HOOVER
8008 SOUTH ORANGE AVENUE
ORLANDO FL 32809

LICENSE NUMBER: ZA0000029
EXPIRATION DATE: NOVEMBER 30, 2023
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

Ardaman had a Certificate of Authorization(CA) license to offer engineering services in Florida. However, As of October 1, 2019, CA's are no longer required. Now firms must create a firm registration, adding them to the statewide registry. Because Ardaman had a current and active CA license when the new system went into effect, we were automatically transferred into the new registry system.

REGISTRY NUMBER	DISCIPLINE
RY5950	Engineering Services
RYGB140	Geology Services
RYZA0000029	Asbestos Services

Our CA license number CA5950 is now our registry number, RY5950. Firm registrations never expire, and there are no longer any physical documents available. There is no license to print as it is no longer a license, just a registration. There is no expiration date showing because it is no longer a license and does not expire. Once our firm is on the registry, it stays on there indefinitely until requested to have it removed. It does not need to be renewed or maintained.

FORMS

Acknowledged Addenda
Affidavit Certification Immigration Laws
Proposers Incorporation Information

May 10, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1
RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

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

Contained within this addendum: Correction to Contractual Matters reference on page 20 of the RFP document.

Michael Guerrero
Sr. Procurement Analyst
Procurement Division

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

Signature: _____

Printed Name: Jason M. Parker, P.E.

Title: Vice President .

Company: Ardaman & Associates, Inc.

May 18, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2
RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

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

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Michael Guerrero
Sr. Procurement Analyst
Procurement Division

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

Signature: _____

Printed Name: Jason M. Parker, P.E.

Title: Vice President .

Company: Ardaman & Associates, Inc.

1410

June 1, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #3
RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

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

Contained within this addendum: Question asked and answered.

The bid due date is extended to Wednesday June 14, 2023. All Proposals must be received prior to 2:00 p.m.

Michael Guerrero
Sr. Procurement Analyst
Procurement Division

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

Signature: _____

Printed Name: Jason M. Parker, P.E.

Title: Vice President

Company: Ardaman & Associates, Inc.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 23-328, PROFESSIONAL GEOTECHNICAL SERVICES and CONSTRUCTION MATERIAL TESTING and INSPECTION

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

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

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

Company Name: Ardaman & Associates, Inc.

Signature: _____

Title: Vice President

Date: 6/6/2023

State of: Florida

County of: Orange

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 6th day of June, 2023 by Jason Parker (*name*) as Vice President (*title of officer*) of Ardaman + Associates (*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: Debra Vance

Notary Commission Number and Expiration: 5/11/2026

(AFFIX NOTARY SEAL)

DEBRA VANCE
Notary Public - State of Florida
Commission # HH 219569
My Comm. Expires May 11, 2026
Bonded through National Notary Assn.

Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: Ardaman & Associates, Inc.

DBA/Fictitious Name (if applicable): _____

TIN #: 59-2984496

Address: 1525 Centennial Blvd.

City: Bartow

State: Florida

Zip Code: 33830

County: Polk

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: Brian D. Runkles, P.E.

Phone Number: 863-533-0858

Cell Phone Number: 863-412-1545

Email Address: brunkles@ardaman.com

Type of Organization (select one type)

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

State of Incorporation: Florida

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

1413

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

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

ARDAMAN & ASSOCIATES, INC

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

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

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

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

POST OFFICE BOX 911668

Requester's name and address (optional)

6 City, state, and ZIP code

DENVER, COLORADO 80291-1668

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

5	9	–	2	9	8	4	4	9	6

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** ▶ Julien Shelly | **Date** ▶ 1/03/2023

General Instructions

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

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

Purpose of Form

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

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

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

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

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

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*__Note:__ The grantor also must provide a Form W-9 to trustee of trust.

__Note:__ If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

PROJECT MANAGEMENT

Ardaman has worked on hundreds of continuing services contracts and thousands of projects with public entities. Through this experience, we have become very familiar with the types of services required through these contracts and the nuances of working with public agencies on multi-task continuing contracts.

Working for public clients can be very different from working in the private sector. Public entities are keepers of the public trust and are responsible for the well-being of their citizens. As such, Polk County is subject to public scrutiny that requires professionalism and competency in your staff. As your consultant, we fully understand our role in helping maintain this trust by always conducting ourselves honestly, professionally, and competently while serving as your advocate. Our long-standing relationship with public clients bears testimony to our ability to work with and serve public entities successfully.

Multi-task continuing contracts can present unique service challenges as they require a broad range of services and, thus, need many areas of expertise. Further, such contracts frequently include multiple simultaneous tasks requiring detailed control of the progress, budget, and schedule of these tasks. Having served hundreds of such contracts, Ardaman has adopted a project management approach that employs specific elements that help us meet the needs of multiple assignments, including enhancing the schedule and lowering costs. Some of these elements are as follows:

- Contract Management – Mr. Brian Runkles, P.E., will serve as Contract Manager and will be responsible for the overall contract performance and assuring that the County has the staff and resources needed. Mr. Runkles has 17 years of experience managing similar continuing services contracts for public agencies and will be a reliable advocate for the County.
- Responsiveness – Upon execution of the contract, the County will be provided with the cell phone number and email address of the key staff members listed in this submittal. Ardaman commits to responding quickly and efficiently to all task requests with the appropriate staff and equipment resources.
- Communication – We believe strong lines of communication are vital to the success of all projects. There will be frequent communication between our project managers, your staff, and, if applicable, the contractor. We will report our results, findings, and project status clearly and accurately and will be available for discussion and meetings as required.
- Cost Control – Ardaman possesses and commits to using the most appropriate technology to assure the County that the most cost-effective recommendations are made for your projects. During construction, our primary function will be to assure the County that the construction materials satisfy the project plans and specifications.
- Safety – Ardaman is committed to conducting business in a manner that protects the safety and health of employees, as well as the environment, others involved in its operations, its customers, and the public. We utilize the Safety Throughout Operations Program (STOP) behavioral-based safety system to achieve these goals. STOP consists of several tools that help us comply with various elements such as Management Leadership, Commitment and Accountability, Risk Assessment, Training, and Incident Investigation and Analysis.

SERVICES PROVIDED

The projects anticipated under this contract are of various types. Ardaman has served the County, and many other public agencies under similar contracts, and this experience affords us an excellent understanding of the project types, some of which are specifically described in the RFP and others that we identify from our experience serving the County.

Ardaman offers a broad range of professional engineering services on projects in Florida, throughout the United States, and internationally. These services include:

Geotechnical Investigations:

- Soil borings and sampling
- Cone penetrometer soundings
- Geotechnical reports
- Dam and levee design
- Dilatometer soundings
- Construction recommendations
- Groundwater seepage analyses
- Pavement evaluations
- Site feasibility studies
- Rock coring and testing
- Geotechnical laboratory testing
- Foundation analyses
- Geophysical exploration
- Retention pond excavation
- Slope stability analyses
- Sinkhole investigations
- Permeability evaluations
- Value engineering analysis

Construction Materials Testing and Inspection:

- Compaction tests of soil and road base
- FBV and LBR tests
- Asphalt testing, analysis of mixtures
- Pile load tests and pile driving analysis
- Pavement testing and analysis
- Construction monitoring
- Construction inspection of dams
- Threshold inspections
- Soil classifications
- Concrete quality control testing
- Analysis and testing of steel
- Water quality sampling and testing
- Monitoring pile driving
- Drain installation inspection
- Levees and control structures
- Drilled shaft inspection

Environmental Science and Water Resource Engineering:

- Phase I and II assessments
- Remedial action planning
- Indoor air quality
- Surface water modeling
- Geographic information systems
- Contamination assessments
- Asbestos investigation and remediation
- Groundwater modeling and monitoring
- Surface and groundwater monitoring
- Conveyance system design

TEAM MANAGEMENT

Mr. Brian Runkles, P.E., will serve as the Contract Manager and your single point of contact for all tasks assigned under this contract. All communication and coordination with the County will occur through Mr. Runkles. He will be responsible for managing the task's successful completion, including adherence to schedule and budget.

STAFF RESOURCE MANAGEMENT

Ardaman's long-standing philosophy is to dedicate 100% effort to each project, regardless of the size or complexity. All key staff members included in this submittal will be available to the County on an as-needed basis. We believe that we have achieved a balance of effort which efficiently and expertly leads to the successful completion of our projects, from all levels of personnel, from technical staff to senior project engineers.

The following demonstrates how our staff resources would typically be allocated for a typical geotechnical engineering assignment and a typical construction materials testing assignment, respectively.

Geotechnical Assignment	
10%	Contract Project Manager
15%	Senior Project Engineer
50%	Project/Staff Engineer
15%	CADD Technician
10%	Technical Secretary/Administrative
100%	**Successful Project Completion**

Construction Materials Testing	
5%	Contract Manager
10%	CMT Project Manager
50%	Field Technical Testing and Inspection
25%	Laboratory Testing
10%	Project Administration
100%	**Successful Project Completion**

QUALITY ASSURANCE AND QUALITY CONTROL

The quality of our work is one of the most critical elements of Ardaman's service standards. We have always felt that we are adequately serving our clients only if our work satisfies the appropriate standard of care. For this reason, we take our quality control and review procedures very seriously.

Our commitment to quality begins with our facilities. Our local laboratory is inspected regularly by an independent inspecting agency (CMEC) and the Florida Department of Transportation (FDOT). Our corporate soils laboratory has been qualified to meet the rigorous requirements of the U.S. Army Corps of Engineers. Our equipment is calibrated and maintained, assuring the County that the test results are accurate and can be relied upon in a dispute with a contractor or another engineering firm.

Our testing and inspection personnel undergo a thorough training program under the direction of a senior technician and must demonstrate proficiency and obtain certifications that establish their ability to provide technically correct services. All field and laboratory personnel undergo additional in-house proficiency testing on an annual basis as part of our CMEC accreditation requirement and internal QC process.

All engineering design reports are issued with at least two signatures, one of which is the proposed Contract Manager, Mr. Brian Runkles, P.E., thus assuring that every recommendation has been thoroughly discussed and considered before it is finalized. We also have a control and review process that further helps us to ensure the quality of our materials testing results. All materials test results are reviewed before processing by the Construction Services Manager to ensure accuracy and completeness. Before a final test report is sent to you, it is reviewed, signed, and sealed by a professional engineer.

Quality is also intricately connected to professional ethics. Ardaman’s professional reputation in the engineering community and throughout the State is very important. Our engineers have served as statewide officers and currently serve on committees in several professional organizations dedicated to improving the professional practice of engineering, of which ethics is a cornerstone.

EXPERIENCE AND EXPERTISE

We have identified (8) eight projects performed within the past (5) five years that best illustrate our experience of the firm and current staff as it relates to the desired services noted in the RFP. These projects are identified for geotechnical services and construction material testing and inspection services. All (8) eight of our projects have been performed within the state of Florida.

1) **Project Name / Location:** **Florida Department of Transportation (FDOT) District 1 Lab Verification**
Ardaman Fee: $336,311 (to date)
Project Rep. Name: Joseph W. Lee, Materials Manager-Lab Qualification
Address: Florida Department of Transportation
2730 State Road 60 West
Bartow, Florida 33830
Phone: 863-519-4227 **Email:** joseph.lee@dot.state.fl.us
Completion Date: Ongoing
Responsibility / **Construction Materials Testing and Inspection (Laboratory Verification Testing)**
Project Description: The Bartow office has completed hundreds of laboratory verification tests for the FDOT District 1 Contract. These tests included:

- Limerock Bearing Ratios FM 5-515
- Modified Proctors FM 1-T180
- Standard Proctors FM 1-T99
- Soil Classifications ASSHTO M-145
- Particle Size Analysis of Soil ASSHTO T88
- Liquid / Plastic Limits ASSHTO T89 and T90
- Organic Contents FM 1-T267
- Compressive Strength of Cylinders ASTM C-39

Ardaman testing is consistently being performed, and the test results are entered into the FDOT MAC system in a timely manner.

As an extension of the FDOT, and because we perform laboratory tests on FDOT projects, our lab is inspected and accredited annually by CMEC, and at least two times per year by the FDOT Materials Office. Also, each certified laboratory technician is inspected at least once per year by the FDOT Materials Office.

Change Orders: None
Time Extensions: None

2) **Project Name / Location:** **FDOT District 1, FPID 440274-2, TWO 01.37 & TWO 01.72, SR 659 (Combee Rd.) from US 98 to N. Crystal Lake Dr., Lakeland, Polk County,**

Ardaman Fee: $108,106 (Original)

Project Rep. Name: Mark Hales

Address: Inwood Consulting Engineers, Inc.
3000 Dovera Dr., Ste 200
Oviedo, Florida 32765

Phone: 321-246-7128 **Email:** mhales@inwoodinc.com

Completion Date: Ongoing

Responsibility / Project Description: **Geotechnical Services**

Ardaman geotechnical services included:

- Conducted field exploration and laboratory testing programs for Roadway Soil Survey consisting of: (i) 73 hand auger borings; (ii) estimating the seasonal high groundwater table at 16 of the 73 locations; (iii) collecting eight soil samples for full corrosion series testing near cross drains structures; and (iv) collecting six bulk samples for resilient modulus testing and deliver to the State Materials Office in Gainesville, Florida.
- Prepared a Roadway Soil Survey Report summarizing the field and laboratory testing program results, and the subsurface soil and groundwater conditions encountered. Developed engineering recommendations for the design and construction of the embankment and pavement for the proposed roadway improvements.
- Completed a field exploration and laboratory testing programs for a new stormwater pond, an expansion of an existing stormwater pond site, and new stormwater pipelines associated with each site consisting of: (i) seven Standard Penetration Test (SPT) borings for the two pond sites; (ii) four hand auger soil borings for the purpose of seasonal high groundwater table estimation; (iii) five SPT boring for proposed stormwater pipelines; and (iv) collecting eight soil samples for full corrosion series testing.
- Performed a stability study for an earthen berm separating the existing stormwater pond from Crystal Lake. The field exploration consisted of two SPT borings using a mini-track rig and lake bottom probes from a watercraft adjacent to the berm to determine/verify existing slope below water surface.
- Prepared a Report of Subsurface Soil Exploration for the pond sites, assigned soil properties and parameters based on collected boring data and performed slope stability analyses using the critical earthen berm design section, design water levels for the pond, and historical water level information for Crystal Lake.
- Conducted field exploration and laboratory testing programs for approximately 800 feet of structural retaining walls consisting of: (i) ten SPT borings, three of which were over water (Crystal Lake) using barge-mounted rig; (ii) six auger borings; and (iii) collecting soil and water samples for full corrosion series testing.
- Prepared a Report of Subsurface Soil Exploration for the structural retaining walls which included soil properties and parameters for analysis and design of retaining wall system.
- Utilized in-house drilling service, including barge-mounted, mini-track, and truck-mounted drill rigs.
- ACME Barricade and off-duty Officers by Steve Gaskins was utilized for MOT services.

Change Orders: None

Time Extensions: None

3) **Project Name / Location:** **Proposed New Emergency Operations Warehouse Building, Winter Haven**

Ardaman Fee: $1,325 (to date)

Project Rep. Name: Rafael Samaniego
Polk County Board of County Commissioners

Address: 2160 Marshall Edwards Drive
Bartow, Florida 33830

Phone: 863-344-2303 **Email:** rafaelsamaniego@polk-county.net

Completion Date: Ongoing

Responsibility / Project Description: **Construction Materials Testing and Inspection**

Ardaman was engaged, by Polk County BOCC, in 2009 to provide subsurface exploration services for the Public Safety Administration and Warehouse Buildings. After then, fill material was added to the site in the general area of the proposed Emergency Operations (EOC) Warehouse Building. Ardaman was engaged in 2023 to revisit the EOC Warehouse site to provide Construction Materials Testing services to determine if the fill material met the site work recommendations from the 2009 study.

Construction Materials Testing services for the proposed EOC Warehouse included:

- On-site meeting with PCBOCC Project Manager and Ardaman Project Manager.
- Eleven in-place density tests from 0' to 1-foot within the proposed building footprint.
- Eleven Hand Auger (HA) Boring to a depth of four feet within the proposed building footprint.
- Eleven Hand Cone Penetrometer Test (HCPT) probes within the proposed building footprint.
- Collection of soil samples for a Standard Proctor.
- Collection of soil samples from 0' to 4' from the eleven HA borings for soil classification and laboratory testing.
- Performance of laboratory soil index tests on select samples, including Percent passing the US No, 200 Sieve, Natural Moisture content, & Organic content.
- Review of test findings and recommendations by a geotechnical engineer for additional site work.
- As requested by the County, Ardaman's services were performed in a timely manner, thus delivering the final report on schedule.

Change Orders: None

Time Extensions: None

4) **Project Name / Location:** SW Region Wastewater Treatment Facility Operations Bldg., Mulberry
Ardaman Fee: $9,921 (to date)
Project Rep. Name: Steve McMillan
Polk County Board of County Commissioners
Address: 2160 Marshall Edwards Drive
Bartow, Florida 33830
Phone: 863-534-5511 **Email:** stevemcmillan@polk-county.net
Completion Date: Ongoing
Responsibility / Project Description:

Geotechnical Services

Ardaman geotechnical services included:

- On-site meetings and location of SPT Borings.
- Utility Locate request.
- Performed five Standard Penetration Test (SPT) borings from 20 feet to 25 feet.
- Used Swint Drilling, Women Owned, Subconsultant for drilling services.
- Performance of laboratory soil index tests:
  - Nine Natural Moisture Content (%) and Percent Passing US No. 200 Sieve (%),
  - One Organic Content (%,)
- Review of field data, groundwater conditions, and laboratory data.
- Provide a report with updated foundation design and site work recommendations.

Construction Materials Testing and Inspection

Ardaman is currently performing Construction Materials Testing services on this project. To date, they have included:

- Sampling and testing of both on-site soil and import fill material for Standard Proctor.
- In-Place density tests after removal of unsuitable material and proof rolling the exposed soil within the proposed building footprint.
- In-place density tests of the fill material (in one-foot lifts), within the proposed building footprint.
- In-place density tests of the proposed building foundation subgrade.
- On-site sampling of concrete for the foundation, foundation cell fill, and the cast-in-place floor slab.
- Providing daily reports for in-place density tests and compressive strength results.
- As requested by the County, Ardaman's services have been performed in a timely manner.

Change Orders: None
Time Extensions: None

5) **Project Name / Location:** **Walk-in-Water Road Bridge 164304 Replacement Project, Lake Wales**

Ardaman Fee: $23,568

Project Rep. Name: Jose Fernandez, E.I.
Polk County Board of County Commissioners

Address: 2160 Marshall Edwards Drive
Bartow, Florida 33830

Phone: 863-535-2310 **Email:** josefernandez@polk-county.net

Completion Date: November 3, 2021

Responsibility / Project Description:

Geotechnical Services

Ardaman geotechnical services included:

- Review of available aerial photographs, the USGS topographic survey map, the Polk County Soil Survey report, and the Polk County land survey.
- Utility Locate request.
- Performed six Standard Penetration Test (SPT) borings to a depth of 20 feet to 135 feet below the existing roadway surface.
- Performed one shallow hand auger (HA) boring in the creek bottom and obtained a sample of flowing water in the creek below the existing bridge structure.
- Obtained two bulk samples of subgrade soils for determination of laboratory Limerock Bearing Ratio values.
- Visually classified soil samples obtained from the test borings and performed indicator and physical properties tests on selected samples:
  - Two Limerock Bearing Ratio
  - Corrosivity Series tests
  - Seventeen Natural Moisture Content (%)
  - Seventeen Percent Passing US No. 200 Sieve (%),
  - Three Organic Content (%,)
- Review of field data, groundwater conditions, and laboratory data.
- Provide a report with updated foundation design and site work recommendations.

Construction Materials Testing and Inspection

Testing services for the Pile Installation. Ardaman performed monitoring of the installation of eight, 24-inch, 80-foot long, precast, prestressed, concrete piles at the subject bridge site.

GRL Engineers, Inc. (GRL), under contract with Ardaman, performed dynamic testing of all eight piles (two test piles and six production piles) to estimate the axial compressive capacity of each of the installed piles. Reports of dynamic pile testing results prepared by GRL and reviewed by Ardaman.

Change Orders: None

Time Extensions: None

6) **Project Name / Location:** **Melendy Street Improvements, Between S. 8th & S. 10th Avenues, Wauchula, Hardee County, Florida**

Ardaman Fee: $9,176

Project Rep. Name: Jamison Tondreault
Kimley-Horn & Associates, Inc.

Address: 116 South Kentucky Avenue
Lakeland, Florida 33801

Phone: 727-742-1748 **Email:** Jamison.tondreault@kimley-horn.com

Completion Date: October 20, 2021

Responsibility / Project Description: **Geotechnical Services**

Ardaman geotechnical services included:

- Review of available site aerial maps and published Hardee County soil survey data in proximity to the proposed Melendy Street Roadway Improvement Project.
- Reconnaissance of the site by our project engineer to document conditions within the site at the time of our exploration.
- Marking the location of proposed boring activities.
- Request for utility locate services.
- Planned and conducted eight pavement cores, followed by soil exploration and sampling to characterize, and evaluate existing roadway sections and subsurface soils beneath the eight selected test locations along the proposed study segment of the roadway improvement project. Planned and collected two bulk samples for LBR tests.
- Evaluating subsurface soil conditions and groundwater table levels.
- Performing laboratory testing of selected representative samples of the different soil types recovered from the boreholes:
  - Twelve Natural Moisture Content (%)
  - Twelve Percent Passing US No. 200 Sieve (%)
  - Two LBR tests
  - Two Grain Size Distribution tests
- Prepared an engineering report providing the results of our findings from the field soil exploration and laboratory test program, existing pavement, and subgrade conditions at the test locations, and evaluated Pavement Structural Number for the existing conditions at the four test locations.

Change Orders: None

Time Extensions: None

7) **Project Name / Location:** **Overhead Power Line Upgrade & Transformer Foundation Pad, CR 555, Bartow, Polk County, Florida**

Ardaman Fee: $16,448

Project Rep. Name: Freeman Bass, P.E.
Chen Moore and Associates (CMA)

Address: 3970 Hendricks Avenue
Jacksonville, Florida 32207

Phone: 813-830-8185 **Email:** fbass@chenmoore.com

Completion Date: August 9, 2021

Responsibility / Project Description: **Geotechnical Services**

Ardaman geotechnical services included:

- The review of historical aerial photographs and Polk County Soil Survey data for the Mineral Development Overhead Power Line and Transformer Foundation Pad.
- Marking the location of proposed borings and request for utility locate services.
- Performance of two, 25 foot deep Standard Penetration Test (SPT) borings to determine the stratification and estimate engineering properties of the soils beneath the proposed transformer and performed seven, SPT borings each to a depth of 25 feet below existing ground surface for the Overhead Power Line Upgrade.
- Used ACME Barricades to provide temporary lane closure and MOT on CR-555.
- Used Swint Drilling, Women Owned, Subconsultant for drilling services for the overhead powerline poles.
- Used in-house drilling for the proposed transformer pad inside the substation. Complied with strict safety criteria: fire-resistant clothing & grounding rod for drill rig.
- Evaluating subsurface soil conditions and groundwater table levels.
- Laboratory Testing: Moisture Content (%) and Percent Passing US No. 200 Sieve.
- Visually classified soil samples obtained from the test borings.
- Prepared two geotechnical engineering reports to document the results of our field exploration, laboratory testing program, data evaluation, and engineering evaluation. Provided site earthwork and foundation design recommendations for the proposed mat foundation to support the new transformer. We also provided the requested design soil properties and parameters for each test hole location related to the transmission line poles. The following information was provided in our report for the seven-soil test boring locations for the transmission line poles:
    - Soil layer description, thickness, and estimated engineering properties.
    - Soil parameters for Foundation Analysis and Design (FAD).
    - Groundwater depth in borehole; design high ground water condition.
    - Total unit weight of soil above and below design water table levels.
    - Buoyant unit weight of soil. Soil friction angle. Undrained shear strength.
    - Basis of calculating side friction for both compression and uplift load analysis. Maximum design end bearing capacity for pole bottom support.
    - Parameters for the use of permanent casing should high groundwater levels be encountered.
    - Foundation excavation and backfill considerations.
    - Soil Classification for Guy Wire Anchor Design

Change Orders: None

Time Extensions: None

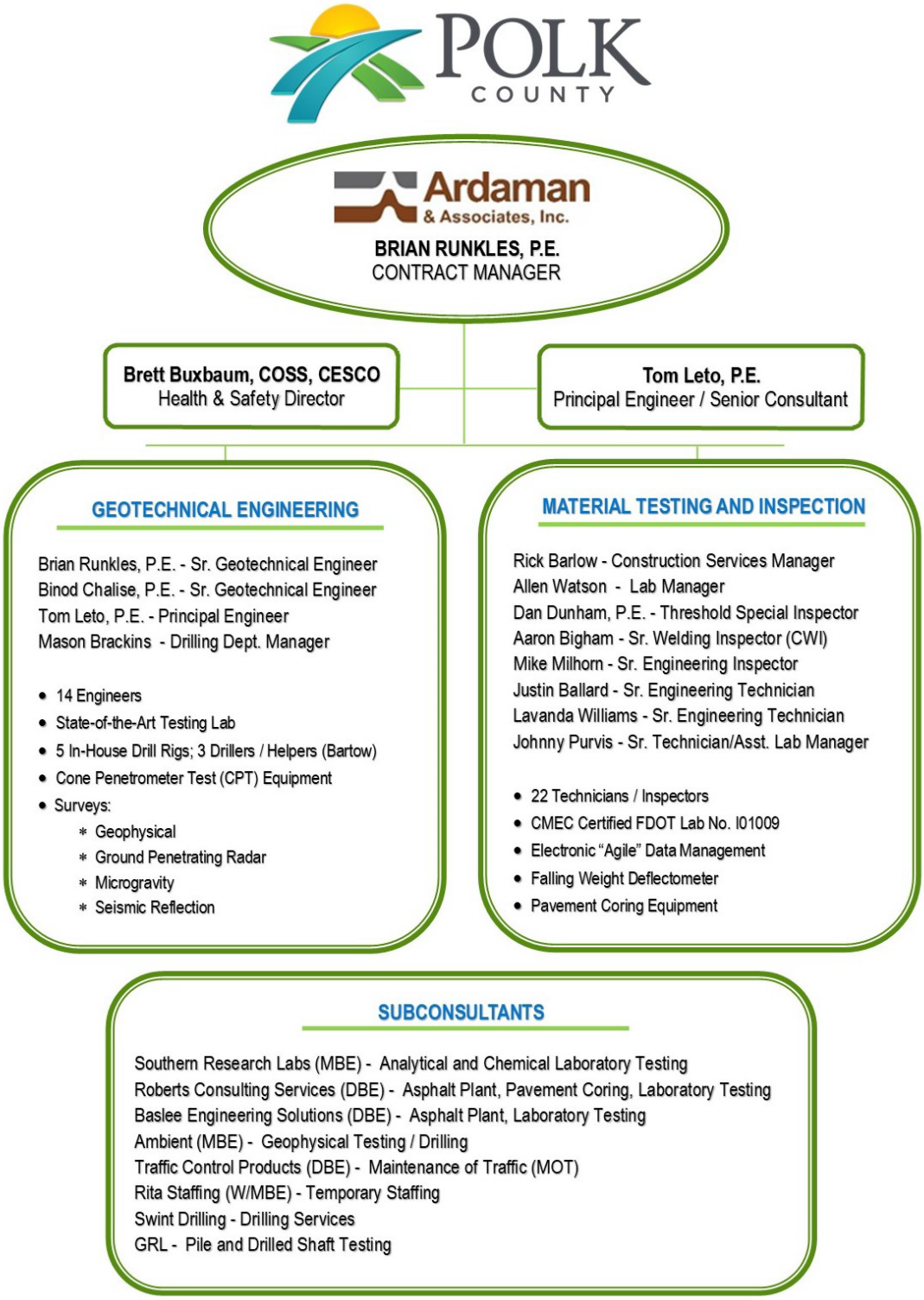
8) **Project Name / Location:** **Crooked Lake Lift Station and Force Main, Lake Wales, Polk County**
Ardaman Fee: $15,371
Project Rep. Name: Richard Koller
Jones Edmunds & Associates, Inc.
Address: 3910 S. Washington Ave, Suite 210
Titusville, Florida 32780
Phone: 321-961-0045 **Email:** rkoller@jonesedmunds.com
Completion Date: February 3, 2023
Responsibility / **Geotechnical Services**
Project Description: Ardaman geotechnical services included:

- Review of historical aerial photographs and past geotechnical studies in proximity to the proposed Crooked Lake Lift Station & Force Main.
- Marking the location of proposed boring activities.
- Request for utility locate services.
- Performance of one, 50 foot-deep, Standard Penetration Test (SPT) borings, and one wash boring to obtain one, undisturbed "Shelby Tube" soil sample for the purpose of laboratory permeability testing, at each of the three (3) lift station sites.
- Performance of five (5), 15-foot deep, and five (5), 6-foot-deep auger borings along the proposed route of force main.
- Used ACME Barricade for MOT.
- Used Swint Drilling, Women Owned, Subconsultant for drilling services.
- Examination of recovered disturbed soil samples in our laboratory for verification of soil classification and performed laboratory classification tests. Also conducted the laboratory vertical permeability testing on three prepared soil specimens (one per each of the three undisturbed "Shelby Tube" samples).
- Performance of laboratory soil index tests:
  - Sixteen Natural Moisture Content (%)
  - Fifteen Percent Passing US No. 200 Sieve (%),
  - Three Organic Content (%,)
  - Three Vertical Permeability Tests
- Preparation of a report to document the results of our field exploration and laboratory testing program, groundwater and estimated seasonal high water table information at the development test boring sites, and site earthwork preparation and foundation design parameters recommendations for the proposed lift stations. Site subgrade preparation, bedding, and backfill recommendations for the Force main along the proposed pipeline alignment were also provided in the report.

Change Orders: None
Time Extensions: None

PROFESSIONAL PERSONNEL

Ardaman's strength lies primarily in the abilities of our qualified staff assigned to this contract. The organization chart below indicates the key personnel responsible for managing the work conducted for the County. Although the key staff will be the most visible to the County Staff, many other engineers and technicians in our local offices will support them. Summaries and resumes for these key individuals are also included in this section.



STAFFING CHART

NAME	ROLE	TERMINAL DEGREE	YRS. EXPERIENCE
Brian Runkles, P.E.	Contract Manager / Sr. Geotechnical Engineer	M.S. Civil (Geotech) Eng.	17
Tom Leto, P.E.	Principal Engineer / Sr. Consultant	B.S. Civil Engineering	54
Brett Buxbaum, COSS, CESCO	Health & Safety Director	B.S. General Studies Math and Science	18
Binod Chalise, P.E.	Sr. Project Engineer	M.S. CI Sciences	22
Rick Barlow	Construction Services Manager	B.S. FBBC	28
Dan Dunham, P.E., S.I.	Sr. Materials Engineer Threshold Special Inspect.	B.S. Civil Engineering	40
Mike Milhorn	Sr. Engineering Inspector	-----	36
Johnny Purvis	Sr. Technician / Asst. Lab Manager	-----	36
Justin Ballard	Sr. Engineering Technician	-----	18
Mason Brackins	Drilling Services Manager	-----	30
Allen Watson	Lab Manager	-----	27
Aaron Bigham	Sr. Certified Welding Inspector (CWI)	-----	18
Lavanda Williams	Sr. Engineering Technician	-----	35
SUBCONSULTANTS			
SRL (MBE) Sherri Payne	Analytical / Chemical Laboratory Testing Analyst	-----	35
RCS (DBE) Christopher Sotomayor, P.E.	Geotechnical and Materials Engineer	B.S. Civil Engineering	6
BES (DBE) Troy Whitfield, P.E.	Materials Engineer	M.S. Civil Engineering	25
Ambient (MBE) Marcelo Passos Ferreira dos Reis	Geophysical Testing / Drilling	M.S. Marine Science/Marine Biology	21
TCP (DBE) Orlando Nunez	Maintenance of Traffic	-----	23
Rita Staffing (W/MBE) Rich Hames	Temporary Staffing	B.B.A. Finance	30
Swint Drilling Robert Swint	Drilling Services	-----	41
GRL Mohamad Hussein, P.E.	Pile and Drilled Shaft Testing		40

Geotechnical Engineering

Mr. Brian Runkles, P.E., will serve as **Contract Manager,** and **Mr. Tom Leto, P.E.,** will serve as **Senior Consultant.** Mr. Runkles has 17 years of experience in geotechnical engineering and will provide overall management under this contract. Mr. Runkles has managed similar continuing services contracts for local City, County, and FDOT clients. Mr. Runkles will be supported by a team of highly qualified geotechnical engineers, all familiar with soils and materials testing services in general and projects within Polk County in particular. **Mr. Binod Chalise, P.E.,** will serve as a **Senior Project Engineer.** Mr. Chalise has 22 years of experience in coordinating field and laboratory sampling, analysis programs, engineering analyses, and preparation of technical reports. **Mr. Mason Brackins** will serve as the **Drilling Services Manager**. Mr. Brackins is a licensed water well contractor with 30 years of experience in drilling shallow and deep mechanical auger borings, Standard Penetration Test (SPT) borings, diamond core drilling, and installing monitoring wells. They will be supported by additional drill crews and project engineers from Ardaman's Tampa and Orlando branch office locations as needed.

Materials Testing and Inspection

Mr. Rick Barlow will serve as the **Construction Services Manager**. There are 22 field/lab technicians working out of the Ardaman Bartow office. One of Ardaman's most vital assets is the ability and competency of these field and laboratory technicians. Our senior technicians/inspectors average over 20 years of experience each. **Mr. Allen Watson** will serve as the **Lab Manager,** and **Mr. Aaron Bigham** will serve as **Sr. Welding Inspector (CWI).** The pool of key senior technicians includes **Mr. Justin Ballard, Mr. Johnny Purvis,** and **Mr. Lavanda Williams**. Not only are they experienced, but their longevity with Ardaman suggests stability that will assure the County of a consistent source of personnel. Mr. Barlow will also be supported by **Mr. Dan Dunham, P.E.**, who will serve as a **Senior Materials Engineer** and registered **Threshold Special Inspector**.

SUBCONSULTANTS

Ardaman is a full-service geotechnical and construction materials testing and inspection company capable of performing most of the scope of services outlined using our in-house resources. However, to further enhance our capabilities and provide value to the County, we have included the following subconsultants and minority business enterprise partners on our team.

Southern Research Lab, Inc. (SRL) (MBE) will provide analytical laboratory testing services. SRL has extensive experience in management, instrumentation, data interpretation, quality assurance/quality control, budgeting, pricing, sales and marketing, and project management. SRL has joined Ardaman to pursue numerous contracts for over 19 years. We have included SRL because of their professional staff and ability to respond quickly to our local requests.

Roberts Consulting Services (RCS) (DBE) provides geotechnical engineering services, including Construction Materials Testing, Construction Engineering and Inspection (CEI), and QA/QC services. RCS is a registered Small Business Enterprise (SBE) and Disadvantaged Business Enterprise (DBE) in Florida. RCS has a team of over 20 field experts and a dedicated group of professionals from Hillsborough, Polk, and neighboring Counties and has over 100 years of combined experience providing engineering services. We have included RCS on our team to supplement our construction materials testing staff and resources.

Baslee Engineering Solutions, Inc. (BES Inc) (DBE) has provided professional transportation engineering services throughout Florida for over 20 years. BES provides services for traffic engineering, highway design, CEI, and materials testing. The firm's staff has served as Engineers of Record for over 100 transportation projects over the last five years. These include the design of roadways, signals, lighting systems, maintenance of traffic, intersection improvement studies, Intelligent Transportation Systems (ITS), construction engineering, and materials testing. We have included BES on our team to provide construction materials testing support.

Ambient Technologies, Inc. (ATI) (MBE-DBE-SBE-SDB) provides geo-services for Environmental, Geotechnical, Exploration, Consulting, Engineering, and Construction Projects. ATI's projects vary from small local residential problems to major construction, petroleum clean-up, remediation projects, water, and wastewater utility projects, including major environmental, geotechnical, and geophysical exploration and assessment projects. We have included ATI on our team to provide additional geophysical and drilling capabilities.

Traffic Control Products of Florida (TCP) (DBE) will provide Maintenance of Traffic (MOT) Services in the event they are needed for pavement evaluations or sinkholes and other activities which may require drilling in the right-of-way. TCP of Florida is the current provider to Polk County for MOT PCMS device needs and a past provider to the City of Lakeland MOT Services Contract and Prime Contractor on several FDOT and City and County owned contracts. TCP's divisions also include Temporary Concrete Barrier Walls of all types, Concrete Footer Approved Manufacturers, Traffic Signalization, Highway Lighting and ITS, Permanent Sign Erection from Single Post installs to overhead heavy highway truss installs, Temporary Paint Striping and Permanent Striping applications and Perimeter Security and Crowd Control for special events.

Rita Staffing (W/MBE) has been in Central Florida for almost 50 years. Ardaman has previously worked with Rita Staffing to provide temporary staffing services for our office administrative needs. Please note, Ardaman will not use a staffing company to provide engineering and field testing inspection services.

GRL Engineers, Inc. (GRL) will provide PDA services on this contract. Ardaman and GRL have worked together on hundreds of projects in Florida. We have a very close and excellent working relationship, especially since their offices in Orlando are immediately adjacent to Ardaman's headquarters. GRL is the world leader in pile dynamic technology, and they will make a very strong addition to the Ardaman team.

Swint Drilling Services, Inc. will provide subcontract drilling support services. Swint Drilling was founded in 1998 and has been providing drilling services to public and private clients. Ardaman maintains a solid working relationship with Swint and routinely includes them on many continuing service contracts for public agencies.

Ardaman & Associates, Inc.

BRIAN RUNKLES, P.E.

SENIOR GEOTECHNICAL ENGINEER

ARDAMAN & ASSOCIATES, INC., BARTOW

EDUCATION

M.S. Civil (Geotechnical) Engineering, University of South Florida, 2006
B.S. Civil Engineering, University of South Florida, 2005

REGISTRATION

Professional Engineer, Florida, No. 72229

EXPERIENCE

Mr. Runkles is Ardaman's Bartow Branch Manager. As such, he oversees the technical and administrative operations of a full-service geotechnical engineering and construction materials testing operation. As a Senior Project Manager with 17 years of experience in the field of geotechnical engineering and construction management, Mr. Runkles conducts geotechnical evaluations and designs relating to major civil, mining, and waste disposal projects. His duties include preparing proposals and cost estimates, organizing, and coordinating field and laboratory testing programs, overseeing quality assurance testing, engineering analyses and recommendations, and preparing technical reports. He has experience on a wide range of projects, including highways and bridges, port facilities, including dredging and dredge disposal, earth dams for retention of industrial wastes, deep and shallow foundations for commercial and industrial complexes, retaining walls, and sinkholes.

Polk County Geotechnical Engineering and Materials Testing, Continuing Services Contract, Florida
Ardaman provides geotechnical investigations and recommendations for site preparation and pavement design and construction material testing, and various facilities inspection. Mr. Runkles is a Senior Project Manager/Contract Manager on this contract that Ardaman has held for many years.

FDOT District 1, Geotechnical Continuing Services Contract
Mr. Runkles serves as Senior Engineer/Project Manager for Ardaman's geotechnical continuing services contract with District 1. Under this contract, Ardaman has completed nearly 80 task order assignments on many projects located in FDOT District 1.

Avenue C Stormwater Improvements Project, Winter Haven, Polk County, Florida
Mr. Runkles was the Project Manager for geotechnical site investigation services for the project with goals to aesthetically improve the local area, improve greenspace connectivity from downtown to the Chain of Lakes Complex, increase groundwater recharge, improve water quality in the Chain of Lakes area, increase public awareness of municipal water resources management, and construction of a new stormwater facility consisting of a dry retention pond. The scope of work included a field exploration program (hand augers for seasonal high water table determination, temporary well for determining field hydraulic conductivity testing using rising head sensitivity test method, Standard Penetration Test borings for retaining wall design) and a laboratory soil testing program (index testing on recovered samples, vertical permeability testing on undisturbed "Shelby Tube" samples).

US Hwy 17 (SR 55) at Spirt Lake Road, Polk County, Florida
Mr. Runkles was the Project Manager for geotechnical site investigation and geotechnical engineering services for roadway and intersection improvements. The scope of work included a field exploration program (hand augers for seasonal high water table determination, soil probes for muck delineation, and Standard Penetration Test borings at strain pole locations) and a laboratory soil testing program. He developed and provided soil properties required for the Roadway Soil Survey sheets and drilled shaft foundation analysis and design.

SR 659 (Combee Road) from US 98 to N Crystal Lake Dr., Polk County, Florida
Mr. Runkles was the Project Manager for geotechnical site investigation and geotechnical engineering services for roadway soil survey and pond site alternatives including retaining walls and seepage-slope stability analyses for a berm between Crystal Lake and the pond.

Ardaman & Associates, Inc.

THOMAS J. LETO, P.E.

SENIOR CONSULTANT

ARDAMAN & ASSOCIATES, INC., BARTOW

EDUCATION

B.C.E. Civil Engineering, University of Florida, 1967

REGISTRATION

Professional Engineer, Florida, No. 12458

EXPERIENCE

Mr. Leto is a Senior Consultant and Reviewer for the Bartow office of Ardaman & Associates, Inc. He is responsible for determining the scope of services and workforce requirements for major geotechnical projects. Mr. Leto has over 54 years of experience in the field of geotechnical engineering and materials testing in Florida. During this time, he has designed and observed the construction of over 75 waste phosphatic clay containment dams for the Florida phosphate industry. Annually, he performs the safety inspection of over 100 miles of dams and provides annual training of dam inspection personnel for the phosphate industry. Mr. Leto is also involved in roadway design and both heavy and light construction with an emphasis on development over mined, reclaimed lands, weak fine-grained soils including muck and phosphatic clay (slimes), and mixed hydraulic fills. He has evaluated the use of Portland cement and crushed natural and artificial aggregates to strengthen base. materials.

Projects Included:

Polk County BOCC Parking Garage & Office Building, Main Street, Bartow
Engineer-in-Charge of the geotechnical investigation.

Sebring Parkway Phase III, Sebring, Highlands County, Florida
Engineer-in-Charge of a geotechnical investigation and recommendations for a 4.2-mile design-build project

Harden Boulevard Widening & Realignment, Lakeland, Florida
Project Manager for a geotechnical investigation and oversight of construction materials testing services for this major roadway.

Connersville Road Relocation Over Reclaimed Mine Land, Bartow, Florida
Mr. Leto designed a roadway embankment and provided oversight of QA/QC testing for a new road constructed in reclaimed mine cuts.

Proposed New Emergency Operations Warehouse Building, Polk County Board of County Commissioners.
Project Manager for shallow soil investigation and testing of fill pad for a warehouse building.

Walk-in-Water Road Bridge 164304 Replacement Project, Lake Wales, Polk County
Senior Consultant, reviewer of the geotechnical investigation report.

Winter Haven Transit Transfer Station
Geotechnical evaluation.

Bartow High School Expansion
Project Consultant for geotechnical investigation and analysis and design of foundations.

BRETT A. BUXBAUM, COSS, CESCO
HEALTH & SAFETY DIRECTOR

ARDAMAN & ASSOCIATES, INC., ORLANDO

EDUCATION / TRAINING

Bachelor of Science in General Studies Math and Science; Indiana University, Bloomington, IN
COSS Certified Occupational Safety Specialist (# 31195587/ Exp. 12/2025)
CESCO Certified Environmental and Safety Compliance Officer (#740173854/ Exp. 12/2023)
OSHA 40-Hour Hazardous Materials Health and Safety Instructor
OSHA 501 Instructor (10 HR and 30HR General Industry) (Exp. 2/2024)
First Responder (IMT) Certification
NIOSH 7400 and 582 Certification
MSHA Miner Certification

EXPERIENCE

Mr. Buxbaum is an Environmental Health and Safety professional with over 18 years of experience in Environmental Consulting, Occupational Health and Safety, and Industrial Hygiene. His experiences are in projects related to phosphate management, surface mining, emergency response, contamination assessments, confined space rescue, construction oversight, waste handling, and disposal. He is licensed as a certified occupational safety specialist (COSS), a certified environmental and safety compliance officer (CESCO), an OSHA instructor (501) and record keeping, Phase I, II environmental assessments, EPA instruction for Asbestos Removal I, II, III, IV, Lead inspection, I.A.Q inspection, and as a First Responder (IMT). Mr. Buxbaum has effectively used his organizational and communication skills to develop and implement programs, including behavior-based safety, reporting and record-keeping, respiratory protection, Personal Protective Equipment, Hazard Communication, Confined Space Entry, investigations, and personal injury response.

Work Experience Projects

Geotechnical - Mr. Buxbaum has provided H&S programs, emergency response plans, health and safety plans, and job safety analysis for the drilling and construction activities for the Phosphate, and Construction Industry. Projects/Clients worked on in relation to H&S consulting include Mosaic, Nutrien, Honeywell, Exxon Mobil, ACOE, and FDOT & FDEP clean-up programs.

Health and Safety – Mr. Buxbaum has provided instruction for both employees and subcontractors for 40 HR Hazwoper including FDOT, 10/30 HR OSHA General Industry; training for subcontractors for Sunoco and Exxon Mobil in behavior bases safety (LPS), and EPA Licensing for Asbestos Removal for City of Indianapolis General Motors, and Clarian Health Partners. He has also created and implemented a behavior-based safety program, Safety Throughout Operations Program (STOP), for Ardaman & Associates Inc.

Emergency Response – Mr. Buxbaum responded to asbestos exposure situations in an industrial setting and for the City of Indianapolis. Designed and implemented remediation plans for asbestos, lead, and mold contamination that occurred in numerous locations, both residential and commercial, throughout the state of Indiana. Follow-up activities included source removal, assessment, monitoring, waste disposal of contamination, and training. Consulted and conducted confined space training for both entry and rescue for industrial clients.

Waste Disposal and Handling - Mr. Buxbaum performed waste handling, analytical testing, and disposal during the decommissioning of several automotive plants and hospitals in Indianapolis, IN. The wastes consisted of Asbestos, lead paint, mold, and mercury. Additional guidance also provides to other commercial and industrial clients.

Ardaman & Associates, Inc.

BINOD R. CHALISE, P.E.

SENIOR GEOTECHNICAL ENGINEER

ARDAMAN & ASSOCIATES, INC., BARTOW

EDUCATION

M.S. Computer & Information Sciences, University of New Haven, CT, 2004
M.Sc. Structural Engineering, Tribhuvan University, Nepal, 2000
B.S. Civil Engineering, Assam University, India, 1996

REGISTRATION

Professional Engineer, Florida, No. 66545

EXPERIENCE

Since 1997, Mr. Chalise has worked two years abroad, one year in Connecticut, and 19 years in Florida, totaling 22 years of combined experience in the fields of geotechnical engineering and construction materials testing with limited structural engineering. During this time, he has performed geotechnical engineering studies and managed construction inspection and materials testing for new building, roadway, and bridge projects, as well as rehabilitation of old buildings and roadways. He has worked on high-rise residential buildings, school campus buildings, hospitals, "big box" retail stores, churches, power line poles, towers, and tank structures in Florida. His experience also includes threshold inspection, post-tensioning inspection, and construction materials testing. He has managed geotechnical exploration projects and performed analyses in support of recommended design parameters for civil and structural engineers who design roadways, stormwater ponds, sewer, and water supply infrastructure, retaining structures, and buildings. He has performed analysis and design of deep (piles) and shallow foundations, retaining walls, earthen embankment dam and spillway pipe culvert, and construction quality control. He has extensive experience working on geotechnical projects at Mosaic's mining and chemical facilities in Florida since 2008 and at public and private development projects in Florida since 2004. He has also completed several FDOT-District 1 projects.

Roadway Bridges, Polk County, Florida
Project Engineer for geotechnical analysis and deep foundation recommendations for bridges at South Lake Reedy Boulevard, Old Lake Wales – Bartow Road, Eagle Lake Loop Road, Walk-In-Water Road, and two bridges at North Reedy Lake boulevard which included box culvert design options. Project Engineer for precast concrete pile testing and monitoring of pile installations at two of the above bridges.

FDOT District 1 Geotechnical Continuing Services Contract
FDOT-D1 – SR 659 (Combee Rd) Improvements from US 98 to North Crystal Lake Drive, Polk County, Florida
Project Engineer for geotechnical site investigation and conducting geotechnical engineering services for roadway soil survey and pond sites, including retaining walls and seepage-slope stability analyses for a berm between Crystal Lake and the pond.

Overhead Power Line Upgrade & Transformer Foundation Pad, CR 555 Bartow, Polk County, Florida
Mr. Chalise was a Project Engineer for the geotechnical engineering analysis and foundation recommendations for the overhead power line upgrade and transformer foundation project in Bartow, Polk County.

Crooked Lake Lift Station and Force Main, Polk County, Florida
Mr. Chalise was a Project Engineer for the geotechnical investigation, engineering analysis, and to provide site preparation and foundation design recommendations for the lift station wet well structures and force main pipelines at Crooked Lake in Polk County.

Polk County BOCC Parking Garage, Bartow, Florida
Project Engineer for a geotechnical engineering investigation and foundation design for a multi-level, precast concrete parking structure.

Solid Waste Transfer Facility, Sebring, Highlands County, Florida
Mr. Chalise was a Project Engineer for the geotechnical engineering analysis and foundation recommendations for office/maintenance building, transfer station, driveway/parking, and storm water management ponds at PWS Highlands Transfer facility in Sebring.

Lake August Boat Ramp, Lot 35, Washington Boulevard N.W., Lake Placid, Florida
Mr. Chalise was a Project Engineer for the subsurface investigation for the proposed boat ramp and retaining wall. He provided an analysis of subsurface soils and recommendations for site-work and foundation design of the boat ramp and retaining walls.

RICK W. BARLOW
CONSTRUCTION SERVICES MANAGER

ARDAMAN & ASSOCIATES, INC., BARTOW

EDUCATION

B.S. – FBBC, Iowa, 1980

CERTIFICATIONS

MSHA 24-hour Safety Training, 1997, Refresher
OSHA 40-hour Haz-Mat Safety Training, 1997, Refresher
Nuclear Gauge Safety
Nuclear Haz-Mat
Radiation Safety Officer
Materials Acceptance and Certification System - Data Entry User, Data Reviewer, & Facility Profile Manager

EXPERIENCE

Rick Barlow has worked in a Supervisory/Project Managerial role in construction materials testing/quality control and subsurface exploration since 1995. Mr. Barlow has performed quality control supervision for field and laboratory procedures, personnel certifications, documentation, and records. He has project managerial experience in the field of geotechnical exploration and has managed staff, including field and laboratory technicians, foundation drillers, CAD designers, and environmental scientists. He has performed quality control supervision for field and laboratory procedures, personnel certifications, documentation, and records. He is a Radiation Safety Officer and has supervised nuclear safety programs and procedures, including conducting Hazmat Safety Training classes. Mr. Barlow has been involved in various field investigation activities, such as groundwater monitoring, construction materials testing, and geotechnical explorations. Since 2003, he has managed the daily scheduling of field technicians, reviewed Construction Materials Testing reports, and provided quality control supervision.

FDOT District 1 – Continuing Services Contract, Construction Materials, Verification Laboratory - Multiple Projects

Polk County BOCC – Continuing Services Contract, Geotechnical & Construction Materials Testing - Multiple Projects

Polk County, Emergency Operations Warehouse Building, 1890 Jim Keene Blvd, Winter Haven, Construction Materials Testing coordination

Polk County, SW Region Waste Water Treatment Facility Operations Building, Mulberry, Construction Materials Testing coordination

Polk County, Tax Collector, 90-Foot Communications Tower, Geotechnical Investigation and Construction Materials Testing coordination

Polk County, Walker Road Park, Phase 1, Geotechnical Investigation and Construction Materials Testing coordination

Polk County, Parking Garage, Project Manager for the Construction Materials Testing

Lakeland Linder Regional Airport, Taxiway B Ext. & Parking Expansion, Geotechnical Investigation & Construction Materials Testing Taxiway C, Construction Materials Testing, FAA AIP 2-12-0041-25-2003, Construction Materials Testing

Wauchula Municipal Airport, Parking Ramp & Storage Hangar, Construction Materials Testing

Lake Wales Airport, RW 17-35 Safety Area Improvements, Construction Materials Testing

Bartow Municipal Airport, Sewer Rehab, Construction Materials Testing

Winter Haven Area Transit (WHAT) – Construction Materials Testing

Winter Haven Transit Transfer Station – Construction Materials Testing with asphalt thickness determination

Winter Haven Hospital, 3-story building expansion – Construction Materials Testing

DAN DUNHAM, P.E., S.I.
SENIOR MATERIALS ENGINEER

ARDAMAN & ASSOCIATES, INC., ORLANDO

EDUCATION

BSCE, Civil Engineering, University of Central Florida, 1980

REGISTRATION/PROFESSIONAL AFFILIATIONS

Professional Engineer, Florida, No. 36782
Florida Registered Threshold Inspector No. 0928
ACI - Central Florida Chapter Board Member
CME - Former Chairman, Executive Committee, and Board of Directors Member

EXPERIENCE

Mr. Dunham has over 40 years of professional experience in construction materials testing and threshold (special) inspection services. He has been involved in numerous projects throughout Florida, including over 100 threshold-building structures.

Mr. Dunham is knowledgeable in soils (earthworks), aggregates, concrete, masonry, grout, reinforcing steel, structural steel, fireproofing (cementitious and intumescent), precast concrete, structural wood framing, soil-cement, and superpave asphalt. His project experience includes continuing services contracts with local municipalities and other governmental agencies and individual projects with owners, architects, engineers, and contractors. Dan has worked on several high-profile projects in the Central Florida area:

- The Amway Center (home of the Orlando Magic)
- Dr. Phillips Center for the Performing Arts
- 55 W (5th tallest building in downtown Orlando)
- Orange County Convention Center North & South Concourses
- Universal Studios North & South Parking Garages
- Universal Studios Lost Continent at the Islands of Adventure
- RDV Sportsplex (training facility of the Orlando Magic & Orlando Solar Bears)
- City of Orlando Continuing Services Contract
- Central Florida Expressway Authority (CFX) Continuing Services Contract
- Orlando Arena (Amway Arena - original home of the Orlando Magic)
- Florida Mall, Lakeland Square Mall, Melbourne Square Mall
- Planet Hollywood at Disney Village Orlando
- Mary Queen of the Universe Shrine
- City of Orlando Continuing Services Contract

Orange County Public Works, Florida
Project Manager for Continuing Services Contract for Geotechnical and Construction Materials Testing Services. The scope of services included soils, concrete, and asphalt testing and inspection services.

- **International Drive Improvements** - Project Manager for approx. 2.2 miles of roadway widening (from 4 lanes to 6 lanes). Scope of work included utility backfill and pavement section testing and inspection services, including precast plant and asphalt plant inspections. Also included inspections of the Full Depth Replacement (FDR) base reconstruction.
- **International Drive Pedestrian Bridge -** Project Manager and Threshold Inspector for this approximately 410 feet enclosed pedestrian bridge connecting Orange County Convention Center to the Hyatt Regency Hotel. The structure consisted of structural steel, cast-in-place concrete, and precast concrete elements on conventional shallow foundations. Soils, concrete, and structural steel testing and inspection services were also performed on the project.

MICHAEL MILHORN
SENIOR ENGINEERING INSPECTOR / FIELD SAFETY SUPERVISOR

ARDAMAN & ASSOCIATES, INC., BARTOW

EDUCATION
High School – Diploma

CERTIFICATIONS
CPN Nuclear Gauge Certified, 1987
MSHA Training, 1990, Exp. October 2023
OSHA Training, Exp. October 2023

EXPERIENCE
Mr. Michael Milhorn has 36 years of experience as a field inspector/technician with Ardaman. During this time he has completed thousands of field tests and inspections on a variety of public and private projects including roadways, airport runways, soil-bentonite cutoff walls, geomembrane liners, deep dynamic compaction, vibro-compaction, pile driving, auger cast piles, pile load test, sinkhole stabilization by compaction grouting, chemical grout injection, soil-cement, reinforced concrete structures, asphaltic concrete placement and testing, concrete/asphalt coring, foundation treatment and compacted earthfill, surface drainage ditches and culverts, pipe backfill and building foundation subgrade in-place density testing, and erosion control systems. He has also been involved in phosphate mining-related above grade improvement projects involving the construction of tens of miles of earth fill embankments. Since 2005 he has been the Quality Assurance / Safety Supervisor for Ardaman's Bartow field technician staff.

AREAS OF EXPERTISE

Soil (ASTM)
Moisture content (D-2216)
Organic content (D-2974)
Unit weight (undisturbed sample)
Sieve analysis (D-421, D-422)
Percent fines (D-1140)
Standard proctor (D-698)
Modified proctor (D-1557)
DRI - In-place permeability (D-3385)
Nuclear density (ASTM D-6938)
Sand cone density (ASTM D-1556)
Balloon density (ASTM D-2167)
Drive sleeve density (ASTM D-2937)
Field CBR (ASTM D-4429)
Speedy moisture tester
Florida Bearing Value (FBV)
Vibroflotation monitoring
Deep dynamic compaction monitor
Pile driving monitoring
Pile installation, auger-cast & driven

Concrete Testing (ASTM)
Sampling (D-31)
Slump test (C-31)
Unit weight and yield (C-138)
Molding cylinders (C-31)
Air meter (C-231 and C-173)
Cure, prep & cap of conc. cylinders (C-684)
Beams - flexural test (C-78 or C-293)
Collect concrete/pavement cores (C-47)
Core prep & compression test (C-42)
Compressive strength testing (C-683)
Sample coarse/fine aggregate (D-75)
Sample/test concrete masonry units (C-55)
Compress strength mason prism (C-67)
Mortar/grout reinforced masonry (C-67)
Specific gravity of concrete (C-127, C-128)
Reporting procedures

Steel Inspection and Testing (AISC)
Non-destructive, visual welding inspection (4-99 or AWS Manual)
Torque test of bolt connect (5-169)
Post-tension cable place/tension

Foundation Soil Drilling (ASTM)
Hand cone penetration
Hand auger borings
Classification of soils (D-2487)
Shallow soil surveys
Muck probing
Waste clay sampling

JOHNNY PURVIS
SENIOR ENGINEERING TECHNICIAN

ARDAMAN & ASSOCIATES, INC., BARTOW

EDUCATION

High School – Diploma

CERTIFICATIONS

MSHA 24-hour Safety Training, Current
OSHA 16-hour, Current
ACI Concrete Strength Testing Tech
ACI Aggregate Base
ACI Aggregate Testing Tech
CTQP Aggregate Base
CTQP Qualified Sampler
CTQP Aggregate Testing Tech
LBR Technician

EXPERIENCE

Mr. Purvis worked as a Field and Laboratory Technician with Ardaman & Associates, Inc. from 1987 to 2005. From 2005 to 2013, Mr. Purvis managed a testing laboratory for a roadway contractor. Upon returning to Ardaman in 2013, he has been involved in laboratory testing of soils, aggregates, and hardened concrete. Mr. Purvis has earned all the certifications to become a certified lead laboratory technician. Mr. Purvis has the responsibility of assisting in keeping all laboratory equipment verified and calibrated to ISO 17025 standards. The Ardaman – Bartow laboratory is inspected annually by CMEC. Also, as part of Ardaman's Continuing Services Contract for Materials with The Florida Department of Transportation (FDOT), District 1, the laboratory is inspected regularly by the FDOT. He is a key person involved in these inspections.

FDOT District 1, Various projects, Florida – Provided laboratory testing including Gradation, Percent Fines, Organic Content, Atterberg Limits, LBR with Modified Proctor, Standard Proctors, and Compressive Strength of hardened concrete.

FDOT Turnpike, SunTrax project, Polk County Florida – Provided laboratory testing including Gradation, Percent Fines, Organic Content, LBR with Modified Proctor, Standard Proctors, and compressive strength of hardened concrete.

Polk County BOCC, Various Projects, Polk County – Provided laboratory testing for both geotechnical investigations and Construction Material Testing/inspections, including Gradation, Percent Fines, Organic Content, LBR with Modified Proctor, and Standard Proctors.

Maaden Waad Al-Shamal, Phosphate Company (MWSPC), Saudi Arabia – Provided one-year of laboratory oversite, management, and on-site training of an international crew of laboratory technicians.

C.W. Bill Young Regional Reservoir, Hillsborough County, Florida – Field Lab Supervisor/Inspector on 930-acre fresh water reservoir. His responsibilities included monitoring soil-bentonite mix cutoff wall, unsuitable soil removal, geomembrane liner, placement of 12 million cubic yards of earth fill, and soil-cement rip-rap for the upstream slope protection.

Various Single Home Construction Projects, Polk, Highlands, and Hardee County, Florida – Provided laboratory tests including Modified and Standard Proctors, Moisture Content, Percent Fines, and Organic Content.

JUSTIN BALLARD
SENIOR ENGINEERING TECHNICIAN

ARDAMAN & ASSOCIATES, INC., BARTOW

EDUCATION

High School – Diploma

CERTIFICATIONS

MSHA 24-hour Safety Training, Current
OSHA 16-hour, Current
Nuclear Gauge Safety

Areas of Expertise:

Soils (ASTM)

- ✓ Nuclear density (D-6938)
- ✓ Drive sleeve density (D-2937)

Concrete Testing (ASTM)

- ✓ Sampling (D-31)
- ✓ Slump test (C-31)
- ✓ Unit weight and yield (C-138)
- ✓ Molding cylinders (C-31)
- ✓ Air meter (C-231 and C-173)
- ✓ Cure, prep & cap of conc. cylinders (C-684)

EXPERIENCE

Mr. Ballard has performed as a Field Inspector and Engineering Technician with Ardaman & Associates, Inc. since April 2005. He has been involved in monitoring and construction materials testing on a wide variety of projects, including agency, municipal, commercial, industrial, and residential, for soil compaction, intrusion grouting, and installation of ductile iron pipe piles. Mr. Ballard is also experienced with sampling and testing fresh Portland cement concrete, pavement subgrade, and base materials.

Polk County BOCC, Emergency Operations (EOC) Warehouse Building, Jim Keene Blvd, Winter Haven, Polk County, Florida
Performed in-place density tests, Hand Auger (HA) Borings, and Hand Cone Penetrometer Test (HCPT) probes at eleven locations within the proposed EOC warehouse building footprint. Collected soil samples from the HA borings and a sample for a Standard Proctor test.

Polk County BOCC, SW Region Wastewater Treatment Facility Operations Building, Mulberry, Polk County, Florida
Performed in-place density tests on Operations Building subgrade, foundation subgrade, and slab subgrade.

Polk County BOCC, Walker Road Park, Phase 1, Lakeland, Polk County, Florida
Performed in-place density tests on travel lanes and parking subgrade, stabilized subgrade and base material, pipe and structure backfill, sidewalk subgrade, and building foundation subgrade.

Polk County BOCC, Lake Gwyn Park, Phase 1, Wahneta, Polk County, Florida
Performed in-place density tests on travel lanes and parking subgrade, stabilized subgrade, and base material; pipe and structure backfill; sidewalk subgrade, and building foundation subgrade.

Polk County BOCC, Northeast Regional Park, Phase 2, Davenport, Polk County, Florida
Performed in-place density tests on travel lanes and parking subgrade, stabilized subgrade, and base material; pipe and structure backfill; sidewalk subgrade, and building foundation subgrade.

Bartow Municipal Airport, Polk County, Florida
Clean Harbor – Everett Whitehead & Sons - Provided construction materials testing, including concrete sampling.

Polk County BOCC, WHAT Bus Parking, Winter Haven, Polk County, Florida
Performed in-place density tests on bus parking subgrade, stabilized subgrade, and base material.

Bartow Municipal Airport, Polk County, Florida
Sewer Rehabilitation and Taxiway – Censtate Contractors – Provided construction materials testing, including soil sampling for laboratory testing, in-place density tests, and concrete sampling.

(RICHARD) MASON BRACKINS
DRILLING SERVICES MANAGER

ARDAMAN & ASSOCIATES, INC., BARTOW

EDUCATION

High School Diploma, Oviedo High School, 1992

CERTIFICATIONS / TRAINING

State of Florida License – Water Well Contratcor
MSHA (24-hour) and OSHA (16-hour) Safety Training, Current
40-Hour HAZWOPER Training, Current
In-house Driller Safety Training

EXPERIENCE

Mr. Brackins joined Ardaman in 2005 and has 30 years of experience conducting geotechnical drilling. His responsibilities include layout of boring locations, evaluating access to drilling sites, managing, and implementing site safety plans, subsurface drilling and sampling, logging boreholes, cataloguing samples and transporting field information and samples to the laboratory.

His experience in Florida includes subsurface drilling in Karst geological conditions. Karst conditions consist of fractured and soluble limestone commonly overlain by very loose, raveling surficial soils. The profile frequently includes cavities and voids which make drilling challenging. Mr. Brackins is experienced with the techniques required to successfully complete borings in these conditions. Such techniques include using steel casing to maintain the boring hole and modification of the drilling fluid viscosity.

He is also experienced with drilling and other field services related to environmental assessment services such as installation of monitoring and remediation wells, development of monitoring wells, and soil borings in potentially contaminated environments.

He is experienced with drilling on phosphogypsum stacks associated with Florida's fertilizer industry. This work has included drilling deep borings (deeper than 300 ft.) on top of these waste disposal landfills (stacks). He has specific experience conducting angled drilling techniques for collecting wireline core samples as part of a major remediation project.

Mr. Brackins has worked on hundreds of projects in Florida and a myriad of project types including:

- Chemical plants and associated ponds and waste areas
- Transportation infrastructure, including bridges
- Public water and wastewater infrastructure
- Port facilities
- Power plants
- Landfills
- Commercial buildings
- Residential facilities
- Sinkholes

Areas of Expertise:

- Standard Penetration Test (SPT Borings)
- Wireline coring (vertical and angled)
- Hollow and Solid stem auger
- Shelby tube and Pitcher tube sampling
- Lake bottom sediment sampling
- Borehole permeability testing
- Monitoring well and piezometer installation and development

ALLEN WATSON
LABORATORY MANAGER

ARDAMAN & ASSOCIATES, INC., BARTOW

EDUCATION

High School – Diploma

CERTIFICATIONS

MSHA Safety Training
OSHA Safety Training
ACI Concrete Strength Testing Tech
ACI Aggregate Base
ACI Aggregate Testing Tech
CTQP Aggregate Base
CTQP Qualified Sampler
CTQP Aggregate Testing Tech
LBR Technician

EXPERIENCE

Mr. Allen Watson has over 27 years of experience as a field technician/inspector with Ardaman & Associates, Inc. Mr. Watson has earned all the certifications to become a certified lead laboratory technician. He has the responsibility of keeping all laboratory equipment verified and calibrated to ISO 17025 standards. The Ardaman – Bartow laboratory is inspected annually by CMEC. Also, as part of Ardaman's Continuing Services Contract for Materials with The Florida Department of Transportation (FDOT), District 1, the laboratory is inspected regularly by the FDOT. He is a key person involved in these inspections.

He has also been involved in monitoring concrete and earthwork field testing and inspection, pile installation monitoring, geosynthetic flexible liner installation monitoring and testing, soil-bentonite mix cutoff wall installation monitoring and sampling, in-place density testing of soil and gypsum. His specific duties included: assembling and reviewing data, preparing progress reports, directing field and technicians, and coordinating with project construction managers during site preparation; waste material removal, grading and compaction, and installation of HDPE drainpipe systems; liner/soil covers, and soil stabilization.

Areas of Expertise:

Soils (ASTM)
- ✓ Moisture content (D-2216)
- ✓ Percent fines (D-1140)
- ✓ Gradation (D-421, D-422)
- ✓ Atterberg Limits (D-4318)
- ✓ Specific Gravity (D-854)
- ✓ Organic Content (D2974)
- ✓ Standard proctor (D-698)
- ✓ Modified proctor (D-1557)
- ✓ Drive sleeve density (D-2937)
- ✓ LBR
- ✓ Florida Bearing Value

Field Inspection/Testing
- ✓ Deep dynamic soil compaction monitoring
- ✓ Pile driving monitoring
- ✓ Augered-cast in-place concrete pile installation monitoring
- ✓ Pile load tests
- ✓ Earthen dam construction inspection
- ✓ Soil-bentonite mix cutoff wall monitoring
- ✓ Vibro-compaction monitoring

Concrete Testing (ASTM)
- ✓ Sampling (D-31)
- ✓ Slump test (C-31)
- ✓ Unit weight and yield (C-138)
- ✓ Molding cylinders (C-31)
- ✓ Air meter (C-231 and C-173)
- ✓ Cure, prep & cap of conc. cylinders (C-684)
- ✓ Compressive strength testing (C-39)
- ✓ Reporting procedures

AARON BIGHAM
SENIOR CERTIFIED WELDING INSPECTOR

ARDAMAN & ASSOCIATES, INC., TAMPA

EDUCATION

U.S. Navy 1994 - 1997
High School, Graduated 1994

CERTIFICATIONS

Certified Welding Inspector C.W.I
ACI Concrete Field

EXPERIENCE

Mr. Aaron Bigham is Senior Metals Inspector and Nondestructive Testing Technician for Ardaman. He has 18 years of experience conducting visual and non-destructive inspections for commercial structures, theme park rides, and public buildings, including schools. He is also an experienced welder and a Certified Welding Inspector. Mr. Bigham is also a trained and experienced GPR operator (Radar Technician). The following relevant projects typify his experience:

<u>Metals Inspection</u>

- Brandon West Field Mall Expansion, Brandon, Florida
- Lead Technician for the NDT of ride systems in theme parks and quarterly track inspection for high-velocity coaster tracks.
    - Busch Garden's Tampa
    - Cypress Gardens, Winter Haven, Florida
    - Adventure Island Park, Tampa Florida
- Various Chase Bank Facilities – Roof Framing Inspections
- Various Publix Store Remodel – Roof Framing Inspections
- Highway Systems – Magnetic Particle Testing on FDOT sign structures
- Various School Projects
    - Venice Middle School – Structural Steel and Weld Inspections
    - Pine View School HVAC and Interior Renovations – Structural Steel and Weld Inspections
    - Pine View School Building 11 Upgrades – Structural Steel and Weld Inspections
    - Venice Middle School – Structural Steel and Weld Inspections
    - Riverview High School – Structural Steel and Weld Inspections

<u>Ground Penetrating Radar</u>

- Acorn Drive Survey, Polk County, Florida
- Memphis Cemetery, Palmetto, Manatee County, Florida
- School Site 113-K8-E-6, Orange County Florida
- Seabreeze Elementary School, Manatee County, Florida
- Various Roadways and Utilities in Hillsborough County, Florida
- Residential Sinkhole Investigations in Hillsborough, Pasco, Hernando and Pinellas Counties, Florida

LAVANDA WILLIAMS
SENIOR INSPECTOR

ARDAMAN & ASSOCIATES, INC., TAMPA

EDUCATION

High School Diploma, Hillsborough High School

CERTIFICATIONS

ACI – Concrete Strength Testing
ACI – Concrete Field Testing
Concrete Lab Technician
Aggregate Testing
Aggregate Base Testing
Qualified Sampler
LBR Technician
Asphalt Paving – Level 1
Nuclear Density Gauge Operators

EXPERIENCE

Mr. Williams has provided services as a Senior Inspector on FDOT District-Wide CEI projects and as the Construction Materials Laboratory Manager for the past 35 years and has been with Ardaman for the past 15 years. He is also proficient in performing tests such as Atterberg Limits, Percent Finer than No. 200 Sieve, Moisture Content, LBRs, Proctors, Sieve Analysis and Asphalt Extraction/Gradation, FBVs, field density tests, concrete testing, and asphalt plant inspections. Further, he has extensive experience in fireproofing inspection, roof cut extraction, soil-cement design, concrete design, laboratory, and field testing.

Mr. Williams performs all aspects of field and lab testing for various materials testing projects involving soils and concrete. Mr. Williams currently supervises the laboratory testing of soils and construction materials as well as providing limited field inspection.

Representative projects include:

- **SW Region Waste Water Treatment Facility Operations Building, Mulberry, Polk County, Florida – Materials Testing**
- **The Suncoast Parkway 2 – Phase I Expansion – Verification Testing**
- **Park Street Safe Routes to School Improvements, Pinellas Park, Florida**
- **NE Coachman & Old Coachman Road Intersection Improvements, Pinellas County, Clearwater, Florida**
- **110th Avenue Road Reconstruction, Pinellas County, Clearwater, Florida**
- **Sunshine Skyway Fishing Pier Rehabilitation, St. Petersburg, Florida**
  (Financial Project ID 431750-3-52-01)- Concrete sampling and testing
- **Hopewell SR 60 Weigh Station- Plant City, Florida**
  (Financial Project ID 434825-1-52-01)- Earthwork and concrete testing
- **University of Tampa Palm Apartments, Phase II, Tampa, Florida**
- **Eastport Development, Port of Tampa, Florida**
- **USCENTCOM Joint Intelligence Center, MacDill Air Force Base, Tampa, Florida**

SHERRI PAYNE

Southern Research Laboratories Inc. Vice President and co-owner, January 1991 to present.

EXPERIENCE:

Sherri Payne is Vice President and co-owner of Southern Research Laboratories (SRL) a small minority owned business headquartered out of Orlando, Florida.
With over 30 years of expertise in Environmental Analysis and Remediation, her extensive laboratory experience and qualified staff provide compliant and quality analysis of environmental samples; water, soil, air, sludge and other media as needed to meet the needs of a diversified and demanding clientele, including commercial and governmental agencies.
Analysis includes practiced and specialized applications of Hewlet Packard GC's, GCMS's, chromatographic interpretations, calculations, troubleshooting, and method's development to ensure precision, accuracy and defend-ability of results reporting.
Accomplishments include successful completion of EPA performance evaluation studies; development of strong client relationships through personal contact and specialized client/project management plans that ensure chain of custody from sample receipt, analysis and results provision all the way through to timely budget administration.
SRL's extensive experience in organic analysis of drinking water & environmental media for organic contaminants of concern (EPA), participation in federal & state certifications and diversified expertise permit flexibility that only a small and focused facility can provide; quick turnaround, consistent performance, and personal attention to specialized requests for analysis of (other) contaminants of interest can be facilitated with confidence of analytical quality and accountability.

(06/91-02/94), Organic Analyst

Joyce Environmental Consultants Inc., Orlando, Florida

Responsibilities included sample preparation in organics, analyzing and analysis of environmental, drinking water, and EPA continuing performance evaluation studies for organic contaminants. Assisted in wet chemistry, AA, and Micro. Analysis includes operation of Hewlet Packard GC's, chromatographic interpretations, calculations, precision/accuracy, troubleshooting, and maintenance. Ordering laboratory supplies associated with selected responsibilities

(11/90-05/91) co-owner/Corporate Secretary/Project Manager/Analyst

(P)ayne (C)owley & (B)owers Environmental Laboratories Inc., Orlando, Florida

Primary responsibilities were to develop client relationships through person and telephone contact. Assisted clients with pricing, sampling kits, shipping sampling kits and sample receiving. Project management from receipt of samples through billing. Performing sample preparation in organic extraction and AA from various matrices

(06/87-12/90), Sample Management/Analyst

Orlando Laboratories Inc., Orlando, Florida

Responsibilities included the shipping and receiving of sample containers for 250-350k in monthly analysis. Maintained supplies of bottles, vials, preservatives, etc. Organized field sampling of monthly and quarterly projects. Maintained database for kit requests, weekly reports to sales staff and management. Assisted in organic extractions, wet chemistry, AA, and Micro departments

Education:

College: Seminole Community College, Sanford, FL 1977-79 Environmental Science
College: Cypress Community College, Stanton, CA 1982 Environmental Studies
Several Restek Capillary Chromatography Courses

279 Douglas Ave, SUITE 1110
Altamonte Springs, FL 32714

Christopher Sotomayor, P.E.
Geotechnical and Materials Engineer

Christopher Sotomayor has over 6 years of experience in FDOT construction material testing and geotechnical engineering projects. He manages the construction materials testing and geotechnical activities for private and public projects throughout Central Florida. Chris coordinates all field and laboratory activities associated with construction projects, reviews, and signs and seals all construction testing and inspection reports as well as geotechnical reports.

Education

UCF BSCE - Civil Engineering
UCF MBA - Business Administration

TIN Number

S356100903

Qualifications / Certifications (FDOT/CTQP Certs)

Florida Registered Professional Engineer, Geotechnical PE #87506
CTQP - Drilled Shaft Inspector
CTQP - Pile Driving Inspector
CTQP - Final Estimates L1
ACI Concrete Field-Testing Tech
Advanced Maintenance of Traffic
Nuclear Safety Certification
Radiation Safety Officer Certification

2014 – 2019
FDOT-District 5, District Wide Contract - C8559, C8A50 & C9C40
Chris served as Project Manager for this FDOT District 5 contract. Chris was responsible for all Geotechnical, Drilled Shaft and Pile Driving Activities. Responsibilities include maintaining and keeping up with IA verifications of all current inspector. Revising field logs and submitting recommendations for approval. Pavement Evaluation on multiple projects (e.g., I-4, SR 464, SR 44). These projects include project include obtaining field core data and providing a summary of the core results and pavement condition as well as resurfacing recommendations. Chris also served as project engineer for a roadway soil survey on A1A. This included obtaining field samples and running geotechnical soil laboratory tests.

2020 – Current
FDOT-District 1, District Wide Contract – CA071
Mr. Sotomayor served as a Project Manager for this District 1 contract. He is responsible for pavement evaluation and laboratory projects assigned by the district and sees them from conception to final reporting. Mr. Sotomayor has been able to consistently save the district 10 to 15 percent of the project budget by efficiently managing field operations.

2014 – 2019
Central Florida Expressway Authority, Continuing Services Contract, Florida
Drilled shaft Inspector to multiple drilled shaft installation projects for CFX projects. Mr. Sotomayor also served as the project engineer. Responsibilities include reviewing and completing drilled shaft logs, recommending further testing and submitting acceptance package.

2014 – 2019
Orange County Public Schools, Continuing Geotechnical Engineering and Materials Testing Contract
Mr. Sotomayor has served as project manager for extensive construction materials testing services on Orange County School sites. He oversees testing of concrete, soils, steel, fireproofing and pavements on various schools. Further responsibilities include keeping track of project progress to efficiently manage the budget. Projects includes Audubon Park ES, Metro West ES., Englewood ES., Parramore PS-8 ES. Avalon Park MS, Lockhart ES and Ventura ES.

BES INC
TRANSPORTATION ENGINEERS
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Troy Whitfield, PE
Senior Project Engineer

CREDENTIALS
Professional Engineer, FL – 75841
MSCE, Civil Engineering, University of South Florida, 2006
BS, Geology, Slippery Rock Univ., 1985
Certified Public Manager, 2014

CERTIFICATIONS
FDOT Temporary Traffic Control Advanced (2022)
ACI Aggregate Base Testing Technician
ACI Concrete Strength Testing Tech
Aggregate Base Testing Technician
Aggregate Testing Technician
Asphalt Mix Designer Certification
Asphalt Paving I & II
Asphalt Plant I & II
Concrete Lab Technician Level I
Earthwork Construction Level I & II
Final Estimates I & II
LBR Technician
QC Manager
Qualified Sampler Technician

AWARDS
FDOT Ops Employee of Month: 10/09
FDOT Materials Employee of the Quarter: July 2009 & October 2011

TRAINING
ADA for Design & Construction
Emergency Response & Recovery
Intermediate Maintenance of Traffic
Intersection Design
Pavement Marking Training
Precast Concrete Drainage
QA Training for Precast Concrete Pipe
Safety & Control of Equipment with Radioactive Materials

PROFESSIONAL BACKGROUND

- Laboratory Manager/Process Writer Carpenter Technologies, September 1998 to September 2001
- PE Trainee Program, FDOT, 2007 to 2011
- Specialization Phase of PE Trainee Program in Planning, FDOT, 2011
- Senior Phase of PE Trainee Program in Materials, FDOT, 2012
- District Bituminous Supervisor, FDOT, April 2013 to February 2019
    - Asphalt Roadway Paving Issue Prevention/Resolution
- Asphalt Plant Production, Scheduling of IA/IV/VT Staff, Laboratory Inspection and Review of Asphalt Mix Designs
- Baslee Engineering Solutions, 2021 to Present
    - Senior Engineer
    - Materials Laboratory Manager
    - Winter Haven Office Manager

Troy has a strong background in Asphalt Production and Paving as his group was responsible for acceptance of all Roadway and Sidewalk projects in both Districts One and Seven while at the FDOT. He served as a Project Administrator during the Construction Phase of the Department's PE Training program on the Harden Road / Sikes Blvd project in 2008 in conjunction with Kirby Radford. He has served as the Senior Materials Engineer running the Winter Haven Materials Lab since 2020 and as the Winter Haven Office Manager since 2021, and obtained the needed training to oversee the Laboratory and field sampling. While achieving his Masters in Civil Engineering at USF, he supervised an undergraduate concrete lab course.

Harden Road / Sikes Blvd, Polk County – FDOT District One: Served in conjunction with Kirby Radford as a Project Administrator for this resurfacing and sidewalk project.

Florida Department of Transportation – District One and Seven Bituminous Supervisor (January 2007 - February 2019, 12 years 2 months): Troy was a front line supervisor in charge of the Asphalt IA/IV Program at the Department of Transportation for both Districts One and Seven, covering 11 counties in central Florida. He was challenged to keep his staff motivated in an environment of little to no salary increases interspersed with benefit cuts/added duties. He always achieved his quotas and was able to reduce his staff from a high of seven to four by the time he left. To accomplish this, he developed within his staff a pride in doing great work. This was accomplished by empowering them to make as many decisions as possible in the field and being the muscle when they felt that their directives were not being followed. His group had a great reputation for fairness and the primary concern was to resolve all issues before final acceptance of the project by the Department. program. Troy was also the supervisor of the Asphalt Plant Verification Technicians. He reviewed their output daily and handled scheduling on a weekly basis, as well as being on call daily to find coverage in the event that paving was added to that day's/night's activities.

Marcelo Passos Ferreira dos Reis, MSc.

ROLE: VP of ATI Companies LLC and Drilling Operations Manager - Subsidiary of Ambient Technologies, Inc.

EDUCATION:

- M.S., Marine Science/Marine Biology, Universidade Santa Úrsula Rio de Janeiro, Brazil, 2002
- B.Sc., Marine & Science Marine Biology, Universidade Santa Úrsula - Rio de Janeiro, Brazil, 1999

REGISTRATIONS/CERTIFICATIONS:

- Certified Ground-Penetrating Radar Operator
- ISO 14001 Lead Auditor Certification, Environmental Management; Bureau and International Register of Certified Auditors

Mr. Reis' Master of Science studies with a focus in Environmental Marine Sciences have allowed him to interface/integrate multiple factors within environmental processes. He gained vast experience in this area during several years as, first, a Team Member and then Project Director, on marine expeditions for environmental and biological studies. With his educational background and applied experiences, his skills took him to the position of professor with two private universities in Brazil. His accomplished work at the universities was recognized when he was elected "Best Professor of the Year" for two consecutive years. As Lead Environmental Auditor with Bureau Veritas Quality International, he worked with organizations and businesses to establish and maintain effective environmental management systems (EMS) in accordance with ISO 14004 standards. As the Technical/Operational Manager at ATII Brazil, in Rio de Janeiro, Mr. Reis develop the firm's geophysical services market in Brazil. Marcelo has led and managed Geotechnical and Environmental Drilling projects for the Panama Canal Project, where ATI Panamericana provided over 90% of the Geotechnical and Environmental Drilling for the Panama Canal Expansion Project. He is currently in charge of all Geotechnical and Environmental Drilling Projects throughout the State of Florida.

RELEVANT PROJECT EXPERIENCE:

Coral Springs Fire Academy FL, Coral Springs, FL - Project Manager – INTERTEK-PSI – Coral Springs & Plantation, FL – 2019 – **Cost: $6,900**
Site 1 and Site 2: Installation of two (4) Temporary Monitoring wells up to 15 ft. Well is 1" with 10 ft of prepack screen. Installed and removed on same day. Open borings (concrete) for client. Built a decon pit for decontamination processing. Special handling procedures for the sampling of PFAS.

Geotechnical drilling and instrumentation installation, Panamá Canal Pacific side
Project Manager – Grupo Unidos por el Canal/ACP Panama Canal – 2014 – **Cost: $200,000**
Geotechnical/Geological investigation drilling over 4,000 feet, with disturbed and undisturbed samples and HQ coring. With instrumentation installation. Canal Expansion on the Pacific and Atlantic side.

Orange County Superfund Site, City of Orlando, FL
Project Manager – Geosyntec – Tallahassee, FL – 2021-2022 - **Cost: $35,000** ATI Companies completed Direct Push Technology (DPT) Drilling, Soil & Water Sampling and Monitoring Wells installations, at the Spellman Superfund Site in the City of Orlando, Florida. The purpose of the investigation was to identify and delineate the nature and extent of industrial solvents in the soil and groundwater at the site. The Scope of Work included 40 Soil Borings (direct push continuous macrocores sampling) and GW sample points up to 60-ft below land surface. This initial phase also included the installation of 6 monitoring wells (vertical and angled) were installed at the same depth (up to 60ft) for continuous monitoring of the following phases of the project.

ORLANDO NUNEZ RESUME

EMPLOYMENT

Traffic Control Products of Florida, Inc.

October 1, 2000 -October 2004 and June 2006 - Present
Superintendent / Estimator MOT - Maintenance of Traffic Division Florida - Project Manager
Responsible for logistics of all crews for maintenance of traffic division, and installation for all FDOT projects and for private and municipal projects within Hillsborough, Pinellas, Polk, Pasco, Hernando, Citrus, Sarasota, Manatee, Highlands, Sumter, Hardee, Desoto, Lake county areas. Includes sales responsibilities and customer relations, estimating and plan engineering. Responsible for training and certifying all employed Flag Persons in Tampa Branch. Certified FDOT Florida Advance MOT Instructor for TCP of Florida company wide.

October, 2004- June 2006
Superintendent - Barrier Wall Division - Tampa office- Traffic Control Products of Florida, Inc.
Responsible for logistics of all crews for barrier wall division - installation for all projects state wide. Includes estimating, sales, scheduling crews and trucking, customer liaison and project management.

October 1, 2000 -October 2004
Superintendent - Maintenance of Traffic Division -· Tampa Office -Traffic Control Products of Florida, Inc.
Responsible for logistics of all crews for maintenance of traffic division, and installation for all FDOT projects and for private and municipal projects within Hillsborough, Pinellas, Polk, Pasco, Hernando, Citrus, Sarasota county areas. Includes sales responsibilities and customer relations, estimating and plan engineering.

January 12, 2000- September 30, 2000
MOT Crew- Striping Crew- Permanent Sign Crew-· Traffic Control Products of Florida, Inc.
Responsible for delivery and installation of maintenance of traffic devices and installation of permanent signs and paint and thermoplastic striping application..

June 1996-·January 2000
World Capital Brokerage Services, Inc..
Senior Account Executive - Series 3 registered commodity futures broker. Managed customer accounts, provide advice and trade recommendations.

January 1991-December 1999
Kash and Karry Supermarkets
Customer Service Manager, department head in frozen foods, produce and dairy. Responsible for payroll, scheduling, ordering products for the entire store. Resolved customer complaints.

EDUCATION AND TRAINING

University of South Florida 1991-1993 Basic Studies
St Petersburg Junior College 1993-1995 Physical Therapy

Certified FDOT MOT Instructor
Certified Florida Advanced Worksite Traffic Supervisor and Flagger Trainer
Completed certification for proper ethical standards in investment advertising and trading.
Infant and adult CPR Certification.
Naui certified scuba diver
OSHA 30 Certified
Sunshine State One Call ITE Trained

Skills

31 years experience in following applications and programs: MS Windows Current, MS Word, MS Windows NT, MS Excel, Quattro,Pro, MS Access, Quicken, MS DOS, Netscape, MS Outlook, Adobe Acrobat, Print Master, MS Word, Windows Draw.

Rich Hames

President, Rita Staffing

Contact

PO Box 5545
Lakeland, FL 33807
rhames@ritastaffing.com

Education

University of Georgia
BBA Finance

Key Skills

Leadership
Project Management
Budget Planning
Communication
Problem-solving

Overview

I have worked in accounting and human resource functions for over 30 years in many different capacities.

Experience

JANUARY 2022 - PRESENT
President | Rita Companies
Directing strategic objectives, overseeing daily and managing staff

JANUARY 2005 – DECEMBER 2021
Chief Financial Officer | Rita Companies
Overseeing financial, accounting and human resource functions

SEPTEMBER 1996 – DECEMBER 2004
Accounting Representative | Rita Companies
Performed accounting duties

SEPTEMBER 1990 – AUGUST 1996
Budget Analyst | University System of Georgia
Responsible for analyzing budgets for universities and colleges

ROBERT SWINT
Vice President / Chief Driller

Swint Drilling Services, Inc.
344 Lewis Road
Lithia, Florida 33547-1209
Cell 813-917-8150
Email: SWINTDRILLING@PRODIGY.NET

EDUCATION

High School Diploma / graduating from- East Bay High School

PROFESSIONAL REGISTRATION

FL. Water Well Contractor No. 9125
Lee County No. WM1027
Collier County
City of Cape Coral

EXPERIENCE

Mr. Swint has 41 years' experience and the last 25 years in the drilling industry as Vice President/Chief Driller of Swint Drilling Services, Inc. Swint Drilling was founded in 1998 and has been providing SPT drilling services to public and private clients.

Some of the firm's relevant drilling experience includes:

- US 41 By-Pass – Subsurface Investigation (0-75' soil penetration test)
- S.R. 686 – Subsurface Investigation (0-175' soil penetration test)
- Cross Town Expressway – Lee Roy Selman – Subsurface Investigation (0-175' soil penetration test)
- High-Speed Rail – Tampa to Orlando – Subsurface Investigation (0-125' soil penetration test)
- Murphy Oil Bridge – Subsurface Investigation (0-75' soil penetration test)
- REK-PIER – Subsurface Investigation (0-75' soil penetration test)
- US Centcom Joint Intelligence Center, MacDill AFB, Tampa (0-175' soil penetration test)
- Berth 213 Pavement Subsurface Evaluation (0-50' soil penetration test)
- MOSAIC Lonesome Mine, Unit 19. Fort Lonesome, Lithia
- Bartow Power Plant, Polk County
- Tampa General Parking Garage, Tampa
- Florida Natural Gas Storage, Okeechobee
- Neilson Media Research, Tampa
- Village Wood Condos, Tampa
- Wal-Mart Distribution Center, Brandon
- USF Residence Expansion Mall, Tampa
- Arcadia Monitoring Wells, Arcadia
- Osprey Power Plant, Osprey
- KMT Storage Expansion, Port Sutton
- St. Petersburg Clearwater Airport, St. Petersburg
- MUD Port Charlotte
- Interstate Business Park, Tampa
- US Pumping Station Replace, Tampa
- TIA (Tampa International Airport) Expansion
- Cross Town Expressway – Lee Roy Selman I-4 connector
- Tampa Airport Expansion
- Chanel Side Rebuild
- St Pete Pier Rebuild
- TECO Power Plant

MOHAMAD H. HUSSEIN, P.E.

Mohamad Hussein, P.E. has been associated with the original inventors of modern dynamic pile testing and analyses methods and equipment for 40 years. He is Principal Engineer / Executive Vice President / Partner of GRL Engineers, Inc. (GRL), a consulting engineering firm with 14 offices nationwide, specializing in deep foundations testing and analysis and industry leader worldwide. He is also a Partner in Pile Dynamics, Inc., the inventors, developers and manufacturers of specialized electronic deep foundations testing equipment and computer software (e.g., Pile Driving Analyzer (PDA), Pile Integrity Tester (P.I.T.), SPT Analyzer, Pile Installation Recorder (P.I.R.), Saximeter, Thermal Integrity Profile (T.I.P.), CAPWAP, GRLWEAP, etc.) with representatives worldwide.

Professional Registrations: Florida P.E. No. 41034 02/09/1989 Ohio P.E. No. 55667
Alabama P.E. No. 25819 Louisiana P.E. No. 30916
Mississippi P.E. No. 16077 New Jersey P.E. No. 24GE04946500

Experience: Conducted, supervised, or assisted with deep foundations field dynamic testing and data analyses for more than 1000 structures in 35 States in the U.S.A. and 13 countries. Since 1987, managed the GRL southeast USA operations and consulted on numerous FDOT projects in all Districts under design-bid-build conventional contracts and design/build delivery as part of design/build teams or through the CEI representing the FDOT for Verification Testing (VT), also CFX and local Counties (e.g., New Edison Bridge, Howard Franklin Bridge, Cape Coral Bridge, I-75 over Peace River Bridge, I-4 over St Johns River Bridge, SR 417 Lake Jessup Bridge, US 98 over East Bay, Nassau Sound, Bridges on I-95, I-75, I-10, and I-4 in all Districts, I-10 over Escambia Bay, Pensacola Bay Bridge, I-595, SR 408 widening, and I-4 Ultimate, Wekiva Parkway, SR 80 bridge, SR 417 and SR 429 widenings, NASA Causeway Bridge project, etc.); trained engineers from consulting firms, contractors and DOTs on the use of dynamic pile testing equipment and software; conducted state-of-the-art research on deep foundations in association with the FDOT and local universities. Chaired the first International Foundations Congress and Equipment Expo (IFCEE-2009) that has since been periodically repeated to become an industry landmark.

Professional Affiliations: Member of: The American Society of Civil Engineers (ASCE), National Society of Professional Engineers (NSPE), Florida Engineering Society (FES), Deep Foundations Institute (DFI), Pile Driving Contractors Association (PDCA), ADSC, and ASTM. Past-Chairman (2002-2009) of the Deep Foundations Committee of ASCE's Geo-Institute, Instructor of the ASCE's Continuing Education Course on Deep Foundations. Past Chairman of the PDCA's Education Committee. Member of Committees: DFI Driven Piles, ASTM Committee D-18, and others.

Publications: More than 50 technical publications on the subject of deep foundations. Coauthor of the Geotechnical Engineering chapter in the Standard Handbook For Civil Engineers, by the McGraw-Hill publishing company. Organized and co-edited the proceedings for the 5th International Conference on the Application of Stress-wave Theory to Piles. Co-editor of 10 ASCE Geotechnical Special Publications. books.

Certifications: Foundation QA PDA Signatory Expert Level Certificate
PDCA/PDI Dynamic Testing Proficiency Expert Level Certificate

Awards: FICE GMEC 2010 Outstanding Service Award
PDCA Professional Engineer's Service Award – 2011
PDCA Presidential Distinguished Service Award – 2016
PDCA Dr. Frank Rausche Professional Engineers Service Award - 2022

References: Larry Jones, P.E., FDOT State Geotechnical Engineer – larry.jones@dot.state.fl.us
Juan Castellanos, P.E., FDOT State Geotechnical Construction Engineer – juan.castellanos@dot.state.fl.us
Ben Dreiling, CFX Director of Construction - Ben.Dreiling@cfxway.com

As indicated in Tab 1, Ardaman's local Polk County office is at 1525 Centennial Blvd., Bartow, Florida 33830. This Ardaman office was established in 1974 and has been operating in Polk County continuously for the ensuing 49 years. By definition set forth in RFP 23-328, Ardaman & Associates, Inc. qualifies as a "Polk County Entity" and should be evaluated as such. Currently, there are 33 employees permanently working at this office. Our Polk County local business tax receipt for this office is included below. Ardaman's office and senior staff in Bartow are well known by the County staff along with the entire Polk County engineering and construction community.

As requested, Ardaman's headquarters office is located at 8008 S. Orange Avenue, Orlando, Florida 32809. The headquarters has been in Orlando (Orange County) since 1959 (64 years) and currently has a staff of 173 individuals. Our Orange County local business tax receipt for Ardaman's headquarters is below.

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 2591 **CLASS: B+** **EXPIRES: 09/30/2023**

OWNER NAME	LOCATION
SR VICE PRES THOMAS J LETO	1525 CENTENNIAL BLVD BARTOW

BUSINESS NAME AND MAILING ADDRESS

ARDAMAN & ASSOCIATES INC
ARDAMAN & ASSOCIATES INC
P O BOX 812
BARTOW, FL 338310812

CODE **ACTIVITY TYPE**
540190 PROFESSIONAL ENGINEER

PROFESSIONAL LICENSE (IF APPLICABLE)
-

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID - 865231 08/02/2022 HSP TP 57.75 ARDAMAN & ASSOCIATES INC

TC301F-22

Tax Collector Scott Randolph **Local Business Tax Receipt** **Orange County, Florida**

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

2022 **EXPIRES 9/30/2023** 5000-0974036

5000 ENGINEER FIRM $50.00 120 EMPLOYEES

SCOTT RANDOLPH, TAX COLLECTOR · ORANGE COUNTY, FLORIDA ·

TOTAL TAX	$50.00
REGULATED WASTE	$50.00
PREVIOUSLY PAID	$100.00
TOTAL DUE	$0.00

8008 S ORANGE AV
U - ORLANDO, 32809

AL HAWAREE MOHAMAD

ARDAMAN & ASSOCIATES INC
AL HAWAREE MOHAMAD
P O BOX 593003
ORLANDO FL 32859-3003

PAID: $100.00 0098-01055280 7/18/2022

This receipt is official when validated by the Tax Collector.

Ardaman & Associates, Inc. is neither a certified Minority Owned nor a Woman Owned Business. However, we have assembled a team of sub-consultants who comply with the criteria for such business entities. The following table summarizes our (6) six certified Minority Owned or Woman Owned Business subconsultants on our team.

Company Name	Service Provided	Status
Southern Research Labs	Analytical and Chemical Laboratory Testing	MBE
Roberts Consulting Services	Asphalt Plant, Pavement Coring, Laboratory Testing	DBE
Baslee Engineering Solutions	Asphalt Plant, Laboratory Testing	DBE
Ambient	Geophysical Testing / Drilling	MBE
Traffic Control Products	Maintenance of Traffic	DBE
Rita Staffing	Temporary staffing	W/MBE

Certificates verifying the ownership status of these companies are included below.

State of Florida

Minority Business Certification

Southern Research Laboratories, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
07/21/2021 to 07/21/2023

Jonathan R. Satter, Secretary
Florida Department of Management Services

Department of MANAGEMENT SERVICES
Office of Supplier Diversity

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

Disadvantaged Business Enterprise

Certificate of Eligibility

Granted to

ROBERTS CONSULTING SERVICES INC

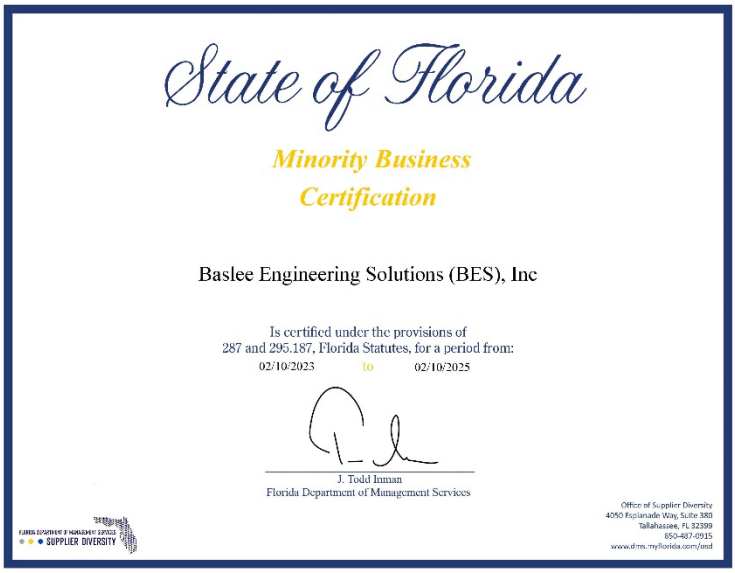
It has been determined that the firm listed above has met the federal requirements in accordance with the Code of Federal Regulations (49 CFR Part 26) and is thereby eligible to participate in the Disadvantaged Business Enterprise Program in the State of Florida.

NAICS CODES:

541611

Issue Date: September 10, 2013

VICTORIA V. SMITH
Disadvantaged Business Enterprise Certification Manager
Florida Department of Transportation



State of Florida

Minority Business Certification

Baslee Engineering Solutions (BES), Inc

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
02/10/2023 to 02/10/2025

J. Todd Inman
Florida Department of Management Services

SUPPLIER DIVERSITY

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

State of Florida

Minority Business Certification

Ambient Technologies, Inc

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
08/12/2021 to 08/12/2023

Jonathan R. Satter, Secretary
Florida Department of Management Services

Department of MANAGEMENT SERVICES
Office of Supplier Diversity

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

City of Tampa Florida

Minority and Small Business Development

Certification Program
This is to certify that in accordance with City of Tampa Ordinance 2008-89
TRAFFIC CONTROL PRODUCTS OF FLORIDA INC DBA n/a

is hereby certified as a

Women Business Enterprise (WBE)

In the following specialty(ies)

Equipment for maintenance of traffic - (barricades, construction signs, high intensity lights, permanent signs, contractor safety equipment, etc.)

The certification is valid from May 10, 2022 to June 30, 2024

Updates for recertification are required prior to the expiration date listed above. If at any time changes are made in the firm that are not in concert with our eligibility requirements, you agree to report those changes to us for evaluation. The City of Tampa reserves the right to terminate this certification at anytime it determines eligibility requirements are not being met.

Gregory K. Hart, Manager
Minority and Small Business Manager

State of Florida

Woman Business Certification

Rita Temporaries Inc dba Rita Staffing

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
02/25/2022 to 02/25/2024

J. Todd Inman
Florida Department of Management Services

Department of MANAGEMENT SERVICES
Office of Supplier Diversity

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

Interactions with County Staff

Over our 64-year history, Ardaman has worked on hundreds of continuing services contracts with public entities in Florida. Public sector clients comprise a major portion of our business. We have, therefore, become very familiar with the unique needs of counties and cities, including the needs of Polk County. In general, working for public clients is very different from working in the private sector. Public entities, such as Polk County, are keepers of the public trust and are responsible for the well-being of their citizens. The County is subject to public scrutiny that requires a high level of professionalism and competency on the part of the County staff. As a consultant for the County, we fully understand our role in helping maintain this trust by always conducting ourselves honestly, professionally, and competently, while serving as an advocate for the County.

One of Ardaman's strengths is our desire and ability to interact with our public clients on continuing services contracts. We believe that the three keys to successful interaction and contract management include project planning, cost controls, and regular/frequent communication with County staff.

When we receive an assignment, we will interact with the County Project Manager to understand the project requirements and expectations, discuss the appropriate level of resources needed to successfully complete the project, agree upon a proposed scope of services, and develop a project budget. Once agreed upon and approved, we will communicate this information with our staff. No task will start without a full understanding of these important items by both Ardaman and Polk County.

During the performance of the work, our Project Managers will regularly communicate the progress of each project with the County through emails and/or phone calls. For geotechnical engineering assignments, we will communicate the progress of our drilling schedule and provide verbal and/or progress updates as required. If challenging conditions are encountered that could negatively impact development, we will communicate these issues with the County staff prior to issuing our report with geotechnical recommendations. For materials testing, we will interact with the County's on-site representative each day we are on-site. The results of our testing will be communicated verbally and a written daily field report summarizing our results will be provided before we leave the site. Any failures or non-compliance issues will be brought to your attention immediately, not left to be discovered at project close-out.

Project budget information will be monitored by Ardaman's project manager weekly, and monthly invoices will be submitted to the County to summarize monthly charges and remaining budget amounts. Project status letters and all test results for the invoicing period will be provided with the invoices. Any unforeseen circumstances that may affect the cost or schedule will immediately be accessed and communicated. Unless unsafe or emergency conditions are apparent, no additional work will be performed as a result of the unforeseen conditions until you have decided how to proceed.

Interactions with Regulatory Agency Staff

Geotechnical and materials engineering services do not typically include permitting directly with regulatory agencies. However, the reports we provide, and our recommendations are frequently incorporated into permit applications, so the quality of our work and relationship with regulators will directly impact permitting on behalf of Polk County. Throughout our history, Ardaman has established excellent working relationships with local and state regulatory agencies. These agencies respect our engineers, and our work is considered by their reviewers as thorough and accurate. Consider the following examples of our relationship with various regulatory agencies.

- FDEP: Ardaman engineers have served on FDEP technical advisory groups dealing with dam design, solid waste, wastewater management, and phosphate mining. Our senior staff is well-known and respected by FDEP. Further, Ardaman and FDEP have been recognized by the Florida Institute of Consulting Engineers for an Engineering Excellence award. Ardaman currently serves the FDEP as an approved contractor for fuel tank remediation.

- Water Management Districts: Ardaman has been continuously selected by Southwest Florida, South Florida, and the St. Johns River Water Management Districts for continuing services contracts directly with the Districts, indicating their respect for our abilities and work.

- FDOT: Ardaman has been selected by FDOT Districts 1, 2, 3, 5, and 7 and the Turnpike Enterprise for continuing services contracts. Also, Ardaman has been awarded research projects by the FDOT. These projects, normally awarded to academic institutions, clearly exemplify the respect the FDOT has for our work.

Our close relationships with these and other agencies will benefit Polk County as Ardaman advocates for County permits from regulatory agencies.

Workload

Ardaman currently holds continuing contracts to provide professional engineering services to various counties and municipalities, including Polk County. Since we currently serve Polk County under a similar contract, the individuals currently assigned to the County will be available for the new contract. We will not have to "ramp up" to serve Polk County efficiently, nor will our staff have to ascend a learning curve to understand the needs and procedures of the County staff.

Since most geotechnical engineering assignments and many construction testing projects are completed fairly quickly, it is difficult to ascertain future workload beyond a month or two. However, we do not foresee any new, large scale assignments in the near future and expect excess capacity of field and laboratory technicians in the Bartow office. This excess personnel can join the staff currently serving Polk County to ensure adequate staffing for County projects.

Ability to Handle the Services

Over our 64-year history, Ardaman has developed strategies and abilities to handle work under continuing services contracts. This overall ability, coupled with an experienced and significant local Polk County staff, clearly makes Ardaman able to handle the daily requirements of this contract. Please consider the following.

- We have a full-service Polk County (Bartow) office with 33 engineers, engineering technicians, and support staff. This office is augmented by our full-service sister branch offices in Tampa and Orlando that can provide over 193 additional staff members. Our nearby offices can provide seven additional drill rigs and two state-of-art cone penetrometer/piezocone rigs if necessary. The sister offices' personnel are virtually within ½-hour travel to the outer sections of the County on its west and east borders.

- Our office in Bartow includes a completely equipped and certified construction materials testing laboratory used extensively for public sector work, most notably for the FDOT. This laboratory is annually inspected and certified by the Construction Materials Engineering Council (CMEC), whose inspectors verify the proper function and calibration of our laboratory equipment and facilities along with the knowledge and competence of our laboratory staff. They also review and comment on the adequacy of our quality assurance procedures and QA Practice Manual. Also, as a verification laboratory and extension of both the FDOT District 1 and Turnpike, for laboratory testing services, our laboratory and certified laboratory technicians are inspected on a random schedule with a minimum of one comprehensive inspection by the FDOT District 1 staff per year.

- Ardaman's technicians are trained and certified to provide all of the testing services required under this contract, including but not limited to the following:
    - In-place material density testing for buildings and roadways
    - Standard and Modified Proctor Tests
    - Limerock Bearing Ratio (LBR) Tests
    - Compressive strength of concrete cylinders and masonry blocks
    - Compressive strength of soil cement specimens
    - Asphalt extraction, gradation, and Marshall stability
    - Steel inspection
    - Core drilling
    - Asphaltic concrete testing and inspection
    - Portland cement concrete testing and inspection
    - Pile driving and drilled shaft monitoring

  The technician certifications include many CTQP certifications issued by the FDOT for testing and inspection of concrete, asphalt, aggregates, and other pavement materials.

- Ardaman's construction materials testing capability is augmented by the experience of our technicians and the technology of our data management and reporting. Our field staff are equipped with smartphones loaded with Agile software. This software allows the field technician to access all project records, record test locations,

conditions, and results, and immediately upload the results to the office, where final reports can be quickly processed and issued.

- Ardaman also has a number of innovative testing capabilities, including the following;
    - Vibration monitoring equipment (construction)
    - Pulse velocity (ultrasonic) evaluation (concrete)
    - Floor flatness testing (concrete)
    - Ultrasonic thickness measurement (metals)
    - Ultrasonic weld evaluation (metals)
    - Liquid Penetrant test methods (metals)
    - Penetrating radar (concrete)
    - Magnetic Particle evaluation (metals)
    - Welder qualifications (metals)
    - Reinforcing steel location by Profometer V (concrete)
    - Petrographic examination (concrete)
    - Paint thickness by ultrasonic and magnetic evaluation (metals)
    - Falling Weight Deflectometer (in-situ pavement analysis)

Although Ardaman has benefited from 64 years of experience in providing geotechnical and materials testing services, we continue to fine-tune our methods, which enable us to better produce the requested services in a timely manner, at or below budget.

One of Ardaman's most valuable assets is seasoned project managers responsible for overseeing geotechnical and materials testing project progress. All facets of the projects are watched, with attention given to timeliness, accuracy, and budgetary constraints. The result of attention to detail has shown positive performance and improvement in each component of the projects with increased awareness of the schedule and budget requirements, without a loss in quality or accuracy.

Project initiation is critical. We propose that the County staff initially contact Brian Runkles, P.E., with all requests for services. Brian has primary responsibility for the successful performance of our services and has knowledge of all aspects of our capabilities related to the performance of the services. This communication channel will ensure smooth execution of the services under this contract. During his infrequent and primarily scheduled absences (vacations, illness, etc.), Brian will be supported by our Principal Engineer, Tom Leto, P.E., who will serve as the County's contact and respond to all County requests.

DocuSign Envelope ID: 9E88A1D3-B343-4189-B76D-A2D8C95B8DCC

Survey Questionnaire – Polk County

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

To: Joseph Lee . (Name of Person completing survey)
Florida Department of Transporation, District 1(Name of Client Company/Contractor)

Phone Number: 863-519-4227 Email: joseph.lee@dot.state.fl.us

Subject: Past Performance Survey of Similar work:

Project name: Laboratory verification for various FDOT, District 1 projects .

Name of Vendor being surveyed: Ardaman & Associates, Inc. .

Cost of Services: Original Cost:$5,000,000 Ending Cost: Lab Related Services to date: $336,311

Contract Start Date: 7/29/2019 Contract End Date: Active

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	N/A

Printed Name of Evaluator Joseph W. Lee, FDOT District 1&7 Materials

Signature of Evaluator: DocuSigned by: Joseph W. Lee 071CF9BD2CE7420...

Please fax or email the completed survey to: dvance@ardaman.com

Revised 3.7.23 28

Survey Questionnaire – Polk County

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

To: Mark Hales, P.E. . (Name of Person completing survey)

Florida Department of Transportation . (Name of Client Company/Contractor)

Phone Number: 321-246-7128 Email: mhales@inwoodinc.com .

Subject: Past Performance Survey of Similar work:

Project name: SR 659 (Combee Rd.) from US 98 to N. Crystal Lake Dr. .

Name of Vendor being surveyed: Ardaman & Associates, Inc.

Cost of Services: Original Cost: $108,106.00 Ending Cost: Ongoing

Contract Start Date: 10/29/2022 Contract End Date: Active

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Mark Hales

Signature of Evaluator: Mark Hales

Please fax or email the completed survey to: dvance@ardaman.com

Revised 3.7.23

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Survey Questionnaire – Polk County

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

To: Rafael Samaniego . (Name of Person completing survey)

Polk County Board of County Commissioners (Name of Client Company/Contractor)

Phone Number: 863-344-2303 Email: rafaelsamaniego@polk-county.net

Subject: Past Performance Survey of Similar work:

Project name: Proposed New Emergency Operations Warehouse Building .

Name of Vendor being surveyed: Ardaman & Associates, Inc.

Cost of Services: Original Cost: $6,788.00 Ending Cost: $1,325.00 to date

Contract Start Date: 3/25/2023 Contract End Date: Active

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	9
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	9
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator RAFAEL SAMANIEGO

Signature of Evaluator:

Please fax or email the completed survey to: dvance@ardaman.com

Revised 3.7.23

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Survey Questionnaire – Polk County

RFP 23-328, Professional Geotechnical Services and Construction Material

Testing and Inspection

To: Steve McMillan (Name of Person completing survey)

Polk County Board of County Commissioners (Name of Client Company/Contractor)

Phone Number: 863-534-5511 Email: stevemcmillan@polk-county.net

Subject: Past Performance Survey of Similar work:

Project name: SW Region Waste Water Treatment Facility Operations Bldg.

Name of Vendor being surveyed: Ardaman & Associates, Inc.

Cost of Services: Original Cost: $10,225.00 Ending Cost: $9,921.00 to date

Contract Start Date: 12/4/2021 Contract End Date: Active

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Steven McMillan

Signature of Evaluator: Steven McMillan

Please fax or email the completed survey to: dvance@ardaman.com

Revised 3.7.23 28

Survey Questionnaire – Polk County

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

To: Jose Fernandez (Name of Person completing survey)

Polk County Board of County Commissioners. (Name of Client Company/Contractor)

Phone Number: 863-535-2310 Email: josefernandez@polk-county.net

Subject: Past Performance Survey of Similar work:

Project name: Walk-in-Water Road Bridge 164304 Replacement Project, Lake Wales, Polk County

Name of Vendor being surveyed: Ardaman & Associates, Inc.

Cost of Services: Original Cost: $23,573.00 Ending Cost: $23,568.00

Contract Start Date: 6/19/2019 Contract End Date: 11/3/2021

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Jose Fernandez, E.I.

Signature of Evaluator: Jose Fernandez Digitally signed by Jose Fernandez Date: 2023.05.17 17:17:50 -04'00'

Please fax or email the completed survey to: dvance@ardaman.com

Revised 3.7.23 28

Survey Questionnaire – Polk County

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

To: Jamison Tondreault (Name of Person completing survey)

Kimley-Horn & Associates, Inc. (Name of Client Company/Contractor)

Phone Number: 727-742-1748 Email: jamison.tondreault@kimley-horn.com

Subject: Past Performance Survey of Similar work:

Project name: Melendy Street Improvements, Between S 8th & S 10th Avenues

Name of Vendor being surveyed: Ardaman & Associates, Inc.

Cost of Services: Original Cost: $9,317.00 Ending Cost: $9,176.00

Contract Start Date: 4/24/2021 Contract End Date: 10/20/2021

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Jamison Tondreault, P.E.

Signature of Evaluator:

Please fax or email the completed survey to: dvance@ardaman.com

Revised 3.7.23 28

Survey Questionnaire – Polk County

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

To: Freeman Bass, P.E. (Name of Person completing survey)

Chen Moore and Associates (CMA) (Name of Client Company/Contractor)

Phone Number: 813-830-8185 Email: fbass@chenmoore.com

Subject: Past Performance Survey of Similar work:

Project name: Overhead Power Line Upgrade & Transformer Foundation Pad, CR 555 .

Name of Vendor being surveyed: Ardaman & Associates, Inc.

Cost of Services: Original Cost: $18,715.00 Ending Cost: $16,448.00

Contract Start Date: 2/9/2021 Contract End Date: 8/9/2021

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Freeman Bass

Signature of Evaluator:

Please fax or email the completed survey to: dvance@ardaman.com

Revised 3.7.23

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Survey Questionnaire – Polk County

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

To: __Richard Koller_____ (Name of Person completing survey)

__Jones Edmunds & Associates, Inc._____ (Name of Client Company/Contractor)

Phone Number: _321-961-0045_____ Email: __rkoller@jonesedmunds.com_____

Subject: Past Performance Survey of Similar work:

Project name: Crooked Lake Lift Station and Force Main, Lake Wales, Polk County_____.

Name of Vendor being surveyed: __Ardaman & Associates, Inc._____

Cost of Services: Original Cost: _$15,402.00_____ Ending Cost: _$15,371.00_____

Contract Start Date: __2/28/2022_____ Contract End Date: __2/3/2023_____

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	9
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	9
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	9
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	9
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator __Richard Koller_____

Signature of Evaluator: _____

Please fax or email the completed survey to: __dvance@ardaman.com__

Revised 3.7.23

28

Exhibit "B" (Continued)

LABOR MULTIPLIER CALCULATION

Direct labor	1.00
Payroll Burden/Fringe Benefits, Overhead/General/Administrative	0.65
Overhead/General/Administrative	1.01
Subtotal	2.66
Profit (@ 12%)	0.32
Total Multiplier	2.98

Ardaman & Associates, Inc.

Exhibit "B"
Fee Schedule
Schedule of Rates
Professional & Technical Services

	Range of Raw Labor Rates		Range of Hourly Billing Rates	
Title	**$ per Hour**		**$ per Hour**	
Principal Engineer	73.08	106.25	217.78	316.63
Senior Engineer / Manager / Scientist	40.63	77.88	121.08	232.08
Project Engineer / Manager / Geologist / Scientist	28.58	48.08	85.17	143.28
Staff Engineer / Geologist / Scientist	25.00	33.65	74.50	100.28
Senior Engineering Technician	21.25	39.00	63.33	116.22
Engineering Technician	16.00	27.50	47.68	81.95
Senior Driller	25.50	35.50	75.99	105.79
Driller	17.00	28.00	50.66	83.44
Technical Drafter / GIS Specialist	18.00	28.00	53.64	83.44
Administrative Assistant	16.00	27.75	47.68	82.70

Range of Hourly Billing Rates Based on Multiplier of 2.98

Ardaman & Associates, Inc.

#	Item	Unit	Cost Per Unit
	GEOTECHNICAL INVESTIGATION TESTING		
	STANDARD DRILLING		
1.0	Auger Borings (4-inch)	Per Lineal Foot	$15.50
2.0	Wash Borings - Cuttings Only (up to 3 inch)		
2.1	Soil Drilling	Per Lineal Foot	$11.00
2.1	Rock Drilling	Per Lineal Foot	$18.50
3.0	Standard Penetration Test (SPT) Borings (ASTM D-1586)		
3.1	from surface to 25 feet	Per Lineal Foot	$23.00
3.2	from 25 feet to 50 feet	Per Lineal Foot	$25.75
3.3	from 50 feet to 100 feet	Per Lineal Foot	$28.50
3.4	from 100 feet to 125 feet	Per Lineal Foot	$36.50
3.5	from 125 feet to 150 feet	Per Lineal Foot	$48.25
4.0	Furnish, Install, and Remove Casing (up to 4-inch)		
4.1	from surface to 50 feet	Per Lineal Foot	$13.75
4.2	from 50 feet to 100 feet	Per Lineal Foot	$16.75
4.3	from 100 feet to 150 feet	Per Lineal Foot	$21.75
5.0	Rock Coring (N or H size)		
5.1	from surface to 50 feet	Per Lineal Foot	$54.00
5.2	from 50 feet to 100 feet	Per Lineal Foot	$61.75
5.3	from 100 feet to 150 feet	Per Lineal Foot	$69.75
6.0	Drilling Conventional Rig (Time Basis)/2-Person Crew	Per Crew-Hour	$286.25
7.0	Drilling Conventional Rig (Time Basis)/3-Person Crew	Per Crew-Hour	$359.75
8.0	Drilling from Portable Barge (Floating Platform)	Per Job	$PPR
9.0	Track-Mounted Direct Push Technology (rig, equipment, crew)	Per Job	$PPR
	SAMPLING		
10.0	Additional SPT and Samples		
10.1	from 10 feet to 25 feet	Per Additional Sample	$44.25
10.2	from 25 feet to 50 feet	Per Additional Sample	$48.50
10.3	from 50 feet to 100 feet	Per Additional Sample	$55.25
10.4	from 100 feet to 125 feet	Per Additional Sample	$62.00
10.5	from 125 feet to 150 feet	Per Additional Sample	$77.50
11.0	Undisturbed Sampling - Shelby Tube	Per Sample	$197.75
	SOUNDINGS		
12.0	Piezocone Soundings	Per Lineal Foot	$20.75
13.0	Muck Probing/Clay Sampling	Per Crew-Hour	$300.25
14.0	Piezocone/Piezoprobe Soundings (Time Basis)	Per Crew-Hour	$289.50
15.0	Piezocone Dissipation Monitoring	Per Crew-Hour	$313.25
	OTHER CHARGES		
16.0	Clearing Difficult Access, Hole Location and Set-Up	Per Crew-Hour	$255.00
17.0	Piezometer and Well Installation/Abandonment (plus materials)	Per Crew-Hour	$285.00
18.0	Bore Hole Grouting and Sealing (plus materials)	Per Crew-Hour	$285.00
19.0	Well Clearing/Sensitivity Test/Water Level Reading	Per Crew-Hour	$285.00
20.0	Double Ring Infiltration Test	Per Test	$831.50
21.0	Air Boat Use	Per Day	$540.00
22.0	Support Water Truck Use	Per Day	$216.00
23.0	Soil Plate Load Test	Per Test	$PPR
24.0	Materials and Supplies	Per Job	Cost + 12%
24.1	Grout Tremie Pipe	Per Foot	$3.50
24.2	Drilling Mud - Grouting	Per Bag	$24.25
24.3	Silica Sand - 50 lbs.	Per Bag	$9.75
24.4	Portland Cement - 47 lbs.	Per Bag	$17.50
24.5	Sakrete Mix	Per Bag	$12.75
24.6	Bentonite Pellets	Per Pound	$1.75
24.7	Bentonite Chips - 50 lbs.	Per Bag	$17.00
24.8	High Solids Bentonite Grout - 50 lbs.	Per Bag	$34.75
24.9	Pipe Solid - 2.00” TFJ PVC40	Per Foot	$4.75
24.10	Pipe Solid - 4.00” TFJ PVC40	Per Foot	$13.25
24.11	Pipe Slotted - 2.00” TFJ PVC40	Per Foot	$6.75
24.12	Pipe Slotted - 4.00” TFJ PVC40	Per Foot	$16.00
24.13	8" Manhole with Cover	Each	$47.50
24.14	12" Manhole with Cover	Each	$112.50
24.15	Hollow-Stem Plug - 6"	Each	$6.25
24.16	Well Centralizer - 2.00” S.S.	Each	$36.75
24.17	Well Centralizer - 4.00” S.S.	Each	$38.25
24.18	4.00" Aluminum Protector Pipe	Each	$112.25
24.19	6.00" Aluminum Protector Pipe	Each	$247.25
24.20	Concrete Pad (2'x2'x4" above-ground or 12" flush-mount round)	Each	$300.00
24.21	Protective Bollard (4" dia, concrete-filled, painted)	Each	$150.00

	Item	Unit	Cost Per Unit
	GENERAL FIELD EQUIPMENT		
25.0	Asphalt/Concrete Coring Machine	Per Day	$151.25
26.0	Generator	Per Day	$201.00
27.0	Air Compressor	Per Day	$107.00
28.0	Centrifugal Development Pump	Per Day	$87.50
29.0	Submersible Sampling Pump and Controller (Daily)	Per Day	$253.75
30.0	Submersible Sampling Pump and Controller (Weekly)	Per Week	$756.00
31.0	Submersible Development Pump (Daily)	Per Day	$121.00
32.0	Submersible Development Pump (Weekly)	Per Week	$347.75
33.0	Peristaltic Purging Pump	Per Day	$86.50
34.0	pH/Conductivity Meter	Per Day	$37.75
35.0	Turbidity Meter	Per Day	$88.50
36.0	Water Level Indicator	Per Day	$37.75
37.0	Bailer Usage	Per Day	$36.75
38.0	Vibration Monitor	Per Day	$351.00
39.0	Trimble Geo7X w/centimeter kit GPS	Per Day	$95.00
40.0	Trimble R2 RTK Receiver	Per Day	$135.00
41.0	Trimble R12 RTK Receiver	Per Day	$156.50
42.0	Transducer	Per Day	$129.50
43.0	Hand Auger	Per Day	$26.50
44.0	Jon Boat and Motor	Per Day	$270.00
	GEOPHYSICAL EQUIPMENT		
45.0	Ground Penetrating Radar	Per Day	$324.00
46.0	Geonics EM 34-3	Per Day	$367.25
47.0	AGI Sting R1-IP	Per Day	$343.50
48.0	Microgravity	Per Day	$577.75
	UNMANNED AERIAL VEHICLE EQUIPMENT		
49.0	Mavic 3 Enterprise	Per Day	$216.00
50.0	Carrier H6 Hexacopter	Per Day	$367.25
51.0	MicaSense Altum Multispectral Sensor	Per Day	$343.50
52.0	Sony Alpha 7R III Camera	Per Day	$577.75
#	**LABORATORY SOILS TESTING**		
	CLASSIFICATION TESTS		
1.0	Soil Water Content (ASTM D2216-Method B)	Each	$20.00
2.0	Organic Content - Loss on Ignition (ASTM D2974)	Each	$45.75
3.0	Undisturbed Tube Sample Total Unit Weight and Dry Density		
	(ASTM D7263-Method B; w/soil water content and classification)	Each	$90.25
4.0	Particle-Size Distribution		
4.1	Fines Content (ASTM D1140-Method B)	Each	$47.50
4.2	Sieve Analysis (ASTM D6913)	Each	$69.75
4.3	Hydrometer Analysis (ASTM D7928)	Each	$151.75
5.0	Atterberg Limits (ASTM D4318; Method A; wet preparation)		
5.1	Plasticity Index Less than 150	Per Set	$152.25
5.2	Plasticity Index Greater than 150	Per Set	$216.00
6.0	Shrinkage Limit (ASTM D4943)	Each	$122.00
7.0	Specific Gravity (ASTM D854-Method A; wet preparation)	Each	$133.75
	COMPACTION TESTS		
8.0	Standard (ASTM D698) or Modified Proctor (ASTM D1557) (Up to 5 Points)	Per Test	$154.00
9.0	Limerock Bearing Ratio (minimum 4 Points)	Per Set	$453.50
10.0	California Bearing Ratio	Per Set	$680.50
11.0	Florida Bearing Value (FBCV)	Per Test	$216.00
12.0	Florida Bearing Value (FBCV) with Determination of Blend Proportions	Per Test	$324.00
	CONSOLIDATION TESTS		
13.0	Incremental Consolidation Test (ASTM D2435-Method B; w/c_v and $C_{\alpha\varepsilon}$)		
13.1	Up to Ten Load or Unload Increments	Per Test	$858.50
13.2	More than Ten Load or Unload Increments	Per Add'l Increment	$77.25
14.0	Constant Rate of Strain Consolidation Test (ASTM D4186)	Each	$858.50
	PERMEABILITY TESTS		
15.0	Permeability Test - Flexible Wall (ASTM D5084)		
15.1	k>1E-08 cm/sec (granular soil)	Each	$431.00
15.2	k≤1E-08 cm/sec (cohesive soil)	Each	$603.75
	STRENGTH TESTS		
16.0	Strength Index Tests (Torvane, Penetrometer)	Each	$7.50
17.0	Vane Shear Test (ASTM D4648)	Each	$30.25
18.0	Unconfined Compression Test (ASTM D2166)	Each	$124.75
19.0	Triaxial Tests		
19.1	Unconsolidated-Undrained (ASTM D2850)	Each	$361.75
19.2	Unconsolidated-Undrained (ASTM D2850; with Δu response)	Each	$804.50
19.3	Consolidated-Undrained (ASTM D4767)	Each	$804.50
19.4	Consolidated-Drained on Sands (ASTM D7181)	Each	$664.25
19.5	Consolidated-Drained on Fine Grained Soils (ASTM D7181)	Each	$864.00
20.0	Split Tensile for Rock Cores (ASTM D3967)	Each	$197.00

	Item	Unit	Cost Per Unit
	CHEMICAL TESTS		
21.0	pH (FM5-550)	Each	$11.00
22.0	Specific Conductance (FM3-D 1125)	Each	$12.25
23.0	Sulfate (FM5-553)	Each	$59.25
24.0	Chloride (FM5-552)	Each	$59.25
25.0	Soil pH (FM5-550)	Each	$59.25
26.0	Soil Specific Conductance	Each	$59.25
27.0	Soil Resistivity (ASTM G57 or FM5-551)	Each	$66.25
28.0	Water Corrosivity Series (FM5-550, 552, 553, FM3-D1125)	Each	$135.25
29.0	Soil Corrosivity Series (ASTM D2216, FM5-550, 551, 552, 553)	Each	$237.75
#	**SOIL AND MATERIAL COMPACTION SERVICES**		
1.0	Moisture-Density Relationship (Proctor Test)		
1.1	Standard Proctor (ASTM D698)	Each	$154.00
1.2	Modified Proctor (ASTM D1557)	Each	$154.00
2.0	Limerock Base or Subgrade Testing		
2.1	Limerock Bearing Ratio (LBR)	Each	$453.50
2.2	Modified Proctor (ASTM D1557)	Each	$154.00
3.0	In-Place Density Test – minimum of 5 per visit		
3.1	Nuclear Method (ASTM D6938)	Each	$30.00
3.2	Sand Cone Method (ASTM D1556)	Each	$96.00
4.0	Hand Cone Penetrometer Probe	Per Foot	$15.50
#	**ASPHALTIC CONCRETE INSPECTION SERVICES**		
1.0	Asphaltic Concrete Paving Plant Inspection	Per Hour	Technician Rate
2.0	Bitumen Extraction and Aggregate Gradation	Each	$262.50
3.0	Bitumen Extraction (FM 5-563)	Each	$150.00
4.0	Aggregate Gradation (FM 1-T030)	Each	$115.50
5.0	Density Determination of Cored Specimens	Each	$51.75
6.0	Thickness Determination of Cored Specimens	Each	$19.25
7.0	Roadway Width Measurement	Per Test	$13.50
8.0	Limerock Thickness Measurement	Per Test	$46.75
9.0	Stabilized Subgrade Thickness Measurement	Per Test	$20.50
#	**CONCRETE TESTING SERVICES**		
1.0	Cylinders molded by our personnel, includes cylinder molds, molding,		
	one slump test, curing, testing (cylinder size: 4x8 or 6x12)		
1.1	Compressive Strength Test of Concrete Cylinders (up to 5 per set)	Per Set	$155.25
1.2	Additional Cylinders	Each	$25.75
1.3	Additional Slump Test (ASTM C143)	Each	$25.75
1.4	Air Content (ASTM C231)	Each	$46.75
1.5	Unit Weight	Per Test	$60.00
2.0	Cylinders Molded by Others – Delivered to our lab		
2.1	Curing, testing, report and engineering certification	Each	$34.25
3.0	Concrete Aggregate Tests – Delivered to our lab		
3.1	Sieve Analysis (Fine or Coarse)	Each	$77.25
3.2	Absorption	Each	$101.00
3.3	Specific Gravity	Each	$107.00
3.4	Unit Weight	Each	$65.25
3.5	Salt Content	Each	$29.75
3.6	Los Angeles Abrasion	Each	$421.75
3.7	Soundness (5 cycle sodium sulfate)	Each	$534.50
3.8	Soundness (5 cycle magnesium sulfate)	Each	$534.50
4.0	Compressive Strength Test of Soi-Cement Pills (up to 5 per set)	Per Set	$155.25
5.0	Concrete Beams - Flexural Strength (3 test per set)	Each	$415.75
6.0	Masonry and Block		
6.1	Masonry Block Prisms (3 x 3 x 6” set of four)	Each	$192.25
6.2	Compressive Strength of Mortar (3 cubes per set)	Each	$163.50
6.3	Compressive Strength and Absorption of Concrete Masonry Unit	Each	$301.00
6.4	Linear Shrinkage Test of Concrete Block	Per Set	$PPR
7.0	Concrete Mix Design	Per Mix	$PPR
8.0	Brush/Loss (for soil-cement basis) ASTM Durarock & Plug Mix	Each	$PPR
9.0	Pre-Fabricated Panel Test (ASTM or FHA)	Per Job	$PPR
10.0	Concrete Ready Mix Plant Inspection or Job Inspection	Per Job	Technician Rate
#	**STEEL INSPECTION**		
1.0	Inspection of Weld & Bolt Torquing	Per Hour	Technician Rate
2.0	Reinforcing Steel Inspection	Per Hour	Technician Rate
3.0	Nondestructive Testing of Steel & Connections	Per Job	$PPR

Fran McAskill
Director
Procurement Division

330 West Church Street
P.O. Box 9005, Drawer AS05
Bartow, Florida 33831-9005
Phone: (863) 534-6757
Fax: (863) 534-6789
www.polk-county.net

EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

1. Reproduction Cost

A. Regular Copying	Single Side	Double Sided
8 ½ x 11 (black & white)	$ 0.15/page	$ 0.25/sheet
8 ½ x 11 (color)	$ 0.30/page	$ 0.40/sheet
8 ½ x 14 (black & white)	$ 0.15/page	$ 0.25/sheet
8 ½ x 14 (color)	$ 0.30/page	$..0.40/sheet
11 x 17 (black & white)	$ 0.25/page	$ 0.35/sheet
11 x 17 (color)	$ 0.40/page	$ 0.50/sheet
9 ½ x 24 Single Side Only	$ 1.00/page	
17 x 22 Single Side Only	$ 2.00/page	
18 x 24 Single Side Only	$ 2.00/page	
24 x 36 Single Side Only	$ 3.00/page	
30 x 30 Single Side Only	$ 5.00/page	
32 x 34 Single Side Only	$ 5.00/page	
Other sizes-per square inch	$ 0.03/page	
Compact Digital Disk	$ 6.00/disk	
B. Blueprint Copy		$10.00/page

2. Subcontractor Services — Actual Costs
3. Special Consultants — Actual costs
4. Computer Services — Non-reimbursable
5. Travel Expenses — In accordance with Chapter 112.061, F.S.; and further defined in the Polk County Employee Handbook.
6. Postage, Fed Express, UPS — Actual Costs
7. Pre-approved Equipment (includes purchase and rental of equipment used in project) — Actual Costs

MASTER CONSULTING AGREEMENT

THIS AGREEMENT is entered into as of the Effective Date (defined in Section 1.1 below) by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida 33830, and Madrid Engineering Group, Inc. dba Madrid CDWG (the "Consultant") a Florida corporation, located at 2030 State road 60 East, Bartow, Florida 33830, and whose Federal Employer Identification Number is: 59-3156722.

WHEREAS, County owns and operates a variety of public facilities and improvements; and,

WHEREAS, County requires certain professional services in connection with the performance of certain professional geotechnical services and construction material testing and inspection for all Divisions in the County; and

WHEREAS, the County has solicited for these services via RFP 23-328, an advertised request for proposals (the "RFP"), and has received numerous responsive proposals thereto; and

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

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

1.0 **Term**

1.1 This Agreement shall take effect on the date of its execution by the County (the "Effective Date").

1.2 The term of this Agreement shall be for a five (5) year time period, commencing upon the Effective Date and remaining in full force and effect thereafter, unless otherwise sooner terminated as provided herein.

2.0 **Services to Be Performed by Consultant**

2.1 Consultant shall perform the services as generally described in (i) the County's Request for Proposals RFP 23-328, to include all attachments and addenda, and (ii) the Consultant's responsive proposal thereto (collectively, (i) and (ii) are "RFP 23-328") all of which are incorporated into this Agreement by this reference, attached hereto as a composite Exhibit "A" and made a part of

this Agreement, and as may be further specifically designated and authorized by the County, in writing (collectively, the "Services"). Such authorization will be referred to as a Consultant Services Authorization ("CSA") or a Contract Purchase Order ("CPO") and all provisions of this Agreement apply to the CSA/CPO with full force and effect as if appearing in full within each CSA/CPO. Each CSA/CPO will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages, and completion date, and shall become effective upon the due execution.

2.2 The Consultant is not authorized to undertake any project without a duly executed CSA/CPO, which shall specify the work to be performed and the time to be completed. Consultant recognizes that the County may employ several different Consultants to perform the work described and that the Consultant has not been employed as the exclusive agent to perform any such services.

2.3 When the Consultant and the County enter into a CSA/CPO where the term of the CSA/CPO expires on a date that is later than the date that this Master Consulting Agreement expires, the Consultant and the County agree that the terms of this Agreement and any amendments, attachments or provisions thereof are automatically extended until the expiration (including any extension or amendment thereto) or full completion of the requirements of the CSA/CPO have been performed. Cancellation by the County of any remaining work prior to the full completion of the requirements of the CSA/CPO shall cause the terms of the MCA to terminate at the same time. This provision only applies when the expiration of the CSA/CPO extends beyond the expiration of this Agreement. It does not apply when a CSA/CPO expires or is cancelled prior to the expiration of this Agreement.

3.0 Compensation

3.1 General

3.1.1 County shall pay Consultant in accordance with the "Madrid Engineering Group Schedule of Rates" and the "2023 Master Standard Fee Schedule for Filed & Lab Services" both of which are attached hereto, as a composite Exhibit "B", incorporated herein by reference as part of this Agreement. The Madrid Engineering Group Schedule of Rates identifies all job classifications, which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the Madrid Engineering Group

Schedule of Rates will result in nonpayment for such services.

3.1.2 Upon the mutual agreement of the parties, the Fee Schedule, as set out in Exhibit "B" may be adjusted by a written Amendment to the Master Consulting Agreement annually beginning one year from the Effective Date of this Agreement. Such amendment must be executed by both parties and shall operate prospectively only and shall not alter fee schedules for CSA's/CPO's in effect at the time of the amendment.

3.1.3 Compensation may be negotiated as a not to exceed price or a lump sum amount on a per-project basis, on each individual CSA/CPO.

3.1.4 Invoices must reference the applicable CSA/CPO number, using an invoice form approved by the County Auditor.

3.1.5 Each individual invoice shall be due and payable forty-five (45) days after receipt by the County of correct, fully documented, invoice, in form and substance satisfactory to the County with all appropriate cost substantiations attached. All invoices shall be delivered, as applicable based on the particular project:

Polk County Roads and Drainage Division
3000 Sheffield Road,
Winter Haven, FL 33880
Attention: Director

3.1.6 In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the County. This certifies that all services have been properly performed and all charges and costs have been invoiced to the County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the Consultant.

3.1.7 Payment of the final invoice shall not constitute evidence of the County's acceptance of the work

3.1.8 Invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional documents may be requested by County and, if so requested, shall be furnished by Consultant to County Auditor's satisfaction.

3.1.9 By submission of an invoice, the project manager or designated payroll

officer is deemed to be attesting to the correctness and accuracy of time charges and requested reimbursements.

3.1.10 Pursuant to Section 3.1.4, if a not to exceed fee is negotiated, invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Alternatively, if a lump sum amount is negotiated, invoices shall be made upon the completion of each phase of the work in proportion to the Services performed, as specifically set forth in the applicable CSA or CPO. Additional documentation may be requested by the County and, if so requested, shall be furnished by the Consultant to the County Auditor's satisfaction.

3.2 Reimbursable

3.2.1 All requests for payment of out-of-pocket expenses eligible for reimbursement per the negotiated CPO or CSA shall be reimbursed in accordance with the County's Reimbursable Schedule, Exhibit "C", and include copies of paid receipts, invoices or other documentation acceptable to the County's Auditor. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Agreement, CSA, or CPO.

3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the applicable CSA or CPO, and include:

Overnight Deliveries
Reproduction
Sub-Consultant
Long Distance Telephone Calls (excluding Florida cities located outside the boundaries of Polk County)

3.2.3 Mileage and associated travel costs shall be reimbursed in accordance with F.S. 112.061 and County policy for pre-approved out-of-county travel (excluding travel from home offices located outside of Polk County to the Polk County line).

3.2.4 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the County upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the Polk County Roads and Drainage Division offices upon demand, termination of the Agreement, or the conclusion of the project, whichever occurs first.

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

4.0 **Insurance**

4.1 General Provisions

4.1.1 Consultant shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below and provide the County with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the County to evidence such coverage before any work commences.

4.1.2 The County shall be named as an additional insured on all Consultant policies related to the project, excluding professional liability and worker's compensation. The Commercial General Liability and Worker's Compensation Liability policies shall contain a waiver of subrogation in favor of Polk County. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.

4.1.3 The Consultant's self-insured retention or deductible per line of coverage shall not exceed $25,000.00 without the permission of the County.

4.1.4 If there is any failure by the Consultant to comply with the provisions of this section, the County may, at its option, on notice to the Consultant, suspend the work for cause until there is full compliance.

4.1.5 County may, at its sole discretion, purchase such insurance at Consultant's expense provided that the County shall have no obligation to do so and if the County shall do so, it shall not relieve Consultant of its obligation to obtain insurance.

4.1.6 The Consultant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

4.1.7 All Consultants' subconsultants shall be required to include County and Consultant as additional insured on their General Liability Insurance policies.

4.1.8 In the event that subconsultants used by the Consultant do not have

insurance, or do not meet the insurance limits, Consultant shall indemnify and hold harmless the County for any claim in excess of the subconsultants' insurance coverage.

4.1.9 The Consultant shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the County.

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

4.3 Commercial General Liability. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

4.3.1 Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

4.3.2 Independent Contractors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

4.4 Umbrella (Excess) Liability Insurance. Umbrella Liability with limits of not less than $1,000,000.00, exclusive of defense costs, to be in excess of all other coverages. Such coverage shall be at least as broad as the primary coverages above, with any excess umbrella layers written on a strict following form basis over the primary coverage. All such policies shall be endorsed to provide defense coverage obligations.

4.5 Professional Liability Insurance. $2,000,000.00 for design errors and omissions, inclusive of defense costs. Consultant shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance

requirements may vary depending on projects as determined by the County Director of Risk Management and Insurance. The County may require the Consultant to provide a higher level of coverage for a specific project and time frame.

4.6 Performance, Payment and Other Bonds. Consultant shall furnish Performance and Payment Bonds specific to each project if required and agreed to under the CSA or CPO for the project.

4.7 Worker's Compensation. The Consultant shall provide, pay for, and maintain worker's compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

5.0 **Standard of Care**

5.1 Consultant has represented to the County that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

5.2 Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

5.3 Consultant shall, at no additional cost to County, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

5.4 The Consultant warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

6.0 **Indemnification**

6.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, County and Consultant agree to allocate such liabilities in accordance with this Section.

6.2 Indemnification.

6.2.1 Consultant, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties,

forfeitures, damages, losses and expenses (including, without limitation, attorney's fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Consultant to comply with applicable laws, rules or regulations, (ii) the breach by Consultant of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Consultant's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant, its professional associates, its subcontractors, agents, and employees provided, however, that Consultant shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

6.2.2 County review, comment and observation of the Consultant's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

6.2.3 Consultant agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subconsultants and their employees, and/or for Consultant's performance of this Agreement and its work product(s).

6.3 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Agreement shall survive as if the Agreement were in full force and effect.

7.0 **Independent Contractor**

7.1 Consultant undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

7.2 County shall have no right to supervise the methods used, but County shall have the right to observe such performance.

7.3 Consultant shall work closely with County in performing Services under this Agreement.

7.4 The Consultant shall not pledge the County's credit or make it a guarantor of

payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the County in any manner.

7.5 Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

8.0 **Authority to Practice**

8.1 The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

9.0 **Public Records Law**

(a) The Consultant acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Consultant further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Consultant shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Contractor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE**

APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET

10.0 **Compliance with Laws**

10.1 In performance of the Services, Consultant shall comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards, including those now in effect and hereafter adopted.

11.0 **Subcontracting**

11.1 The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

11.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subcontractor by the County. Failure of a Subcontactor to timely or properly perform its obligations shall not relieve Consultant of its obligations hereunder.

12.0 **Federal and State Taxes**

12.1 The County is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the County will provide an exemption certificate to Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the County, nor shall the Consultant be authorized to use the County's Tax Exemption Number in securing such materials.

13.0 **Public Entity Crimes**

13.1 The Consultant understands and acknowledges that this Agreement with the

County will be voidable by the County, in the event the conditions under Section 287.133, Florida Statutes applies to the Consultant, relating to conviction for a public entity crime.

14.0 **County's Responsibilities**

14.1 County shall be responsible for providing access to all County project sites, and providing information in the County's possession that may reasonably be required by Consultant, including; existing reports, studies, financial information, and other required data that are available in the files of the County.

15.0 **Termination of Agreement**

15.1 This Agreement may be terminated by the Consultant upon thirty (30) days prior written notice to the County in the event of substantial failure by the County to perform in accordance with the terms of the Agreement through no fault of the Consultant.

15.2 This Agreement may be terminated by the County with or without cause immediately upon written notice to the Consultant.

15.3 Unless the Consultant is in breach of this Agreement, the Consultant shall be paid for services rendered to the County's satisfaction through the date of termination.

15.4 After receipt of a Termination Notice, as described in this Article 15.0, and except as otherwise directed by the County, the Consultant shall:

15.4.1 Stop work on the date and to the extent specified.

15.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

15.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the County.

15.4.4 Continue and complete all parts of the work that have not been terminated.

16.0 **Uncontrollable Forces (Force Majeure)**

16.1 Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations

under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

17.0 **Governing Law and Venue**

17.1 This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or the United States District Court, Middle District of Florida located in Hillsborough County, Florida. Each party shall be responsible for its own attorneys' fee and other legal costs and expenses.

18.0 **Non-Discrimination**

18.1 The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

19.0 **Waiver**

19.1 A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

20.0 **Severability**

20.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

20.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

20.3 The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

20.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

21.0 **Entirety of Agreement**

21.1 The County and the Consultant agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

21.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the County and Consultant pertaining to the Services, whether written or oral.

21.3 None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

22.0 **Modification**

22.1 This Agreement may not be modified unless such modifications are evidenced in writing signed by both County and Consultant. Such modifications shall be in the form of a written Amendment executed by both parties.

23.0 **Successors and Assigns**

23.1 County and Consultant each binds itself and its partners, successors, permitted assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, permitted assigns, and legal representatives of such other party.

23.2 Consultant shall not assign this Agreement without the express written approval of the County by executed amendment, which approval may be withheld in the County's sole discretion.

23.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this agreement and such substitution shall be affirmed by the County by executed amendment.

24.0 **Contingent Fees**

24.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

25.0 **Truth-In-Negotiation Certificate**

25.1 Execution of this Agreement by the Consultant shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the Effective Date of this Agreement.

25.2 The said rates and costs shall be adjusted to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent

wage rates or due to inaccurate representations of fees paid to outside consultants. The County shall exercise its rights under this "Certificate" within one (1) year following payment.

26.0 **Ownership of Documents**

26.1 Consultant shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the County for its use and/or distribution as may be deemed appropriate by the County. Consultant is not liable for any damages, injury or costs associated with the County's use or distribution of these documents for purposes other than those originally intended by Consultant.

27.0 **Access and Audits**

27.1 Consultant shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the Consultant's place of business.

27.2 Misrepresentations of billable time or reimbursable expenses as determined by the Auditor to the Polk County Board of County Commissioners shall result in the recovery of any resulting overpayments. The County's cost of recovery shall be the sole expense of the Consultant, including accounting and legal fees, court costs and administrative expenses.

27.3 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

27.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

28.0 **Notice**

28.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to County: Roads and Drainage Division
3000 Sheffield Road
Winter Haven, FL 33880

Attention: Director

As to Consultant: Madrid Engineering Group, Inc. dba Madrid CPWG
2030 State Road 60 East
Bartow, FL 33830

28.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

28.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and County.

29.0 **Service of Process**

As to County: County Attorney
County Administration Building
330 W. Church Street, 4th Floor
Bartow, Florida 33830

As to Consultant: Madrid Engineering Group, Inc. dba Madrid CPWG
2030 State Road 60 East
Bartow, FL 33830

30.0 **Contract Administration**

30.1 Services of Consultant shall be under the general direction of the Roads and Drainage Division Director, or their successor, who shall act as the County's representative during the term of this Agreement.

31.0 **Key Personnel**

31.1 Consultant shall notify County in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to changes. Consultant at County's request shall remove without consequence to the County any Subcontractor or employee of the Consultant and replace him/her with another employee having the

required skill and experience. County has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Name: John Delashaw

Name: Andre Kniazeff

Name: Paul Passe

Name: Melkin Fructuoso

Name: Brett Arenas

Name: Michael Graves

Name: Jason McSwain

Name: Lennon Jordan

Name: David Shin

Name: Andy Acosta

Name: Cecil Allred

Name: Anthony Brown

32.0. **Annual Appropriations**

32.1 Consultant acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation.

33.0 **Liquidated Damages**

33.1 The parties hereto agree that liquidated damages, in the amount specified in the applicable CSA/CPO, will be assessed against the Consultant for Consultant's failure to meet the final deliverable date in the Performance Schedule in the Scope of Work, but only to the extent and in proportion to Consultant's fault in causing the delay as compared to other causes, and to the extent the

Consultant is not delayed by reasons beyond Consultant's reasonable control.

34.0 Employment Eligibility Verification (E-VERIFY)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

35.0 Limitation of Liability.

IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE CONSULTANT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

36.0 Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

(i) By its execution of this Agreement, the Consultant hereby certifies to the County that the Consultant is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Consultant engaged in a boycott of Israel, nor was the Consultant on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000), then the Vendor further certifies to the County as follows:

(a) the Consultant is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Consultant is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Consultant is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Consultant was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Consultant hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Consultant for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Consultant is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Consultant is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Consultant is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Consultant is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000).

37. No Construction Against Drafter

37.1 The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

38. Unauthorized Alien(s)

The Consultant shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Consultant shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY M. BUTTERFIELD

By:_____
Deputy Clerk

Polk County, a political subdivision of the State of Florida

By:_____
George Lindsey III, Chairman
Board of County Commissioners

Date Signed by County:_____

Review as to form and legal sufficiency

Sandra B. H 10/5/23
County Attorney's Office Date

ATTEST:

By: Maria Vita Mad
Corporate Secretary

MARIA VITA MADU
[Print Name]

DATE: 10/10/23

SEAL

MADRID ENGINEERING GROUP, INC. CORPORATE SEAL 1992 FLORIDA

Madrid Engineering Group, Inc.
a Florida corporation

By: John Delashaw

John Delashaw
[Print Name]

Principal
[Title]

DATE: Oct. 10, 2023

Rev 4.16.21

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _____ County OF _____

The foregoing instruments was acknowledged before me by means of ☐ physical presence or ☐online notarization this _____(Date) by _____(Name of officer or agent) as _____ (title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date) _____

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization this _____(Date) by _____ (Name of officer or agent) as _____(title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____

_____(Date) _____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization this_____(Date) By _____(Name of acknowledging) who personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced_____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this ____

_____(Date) _____ (Official Notary Signature and Notary Seal) _____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ (Date) by _____ (Name of acknowledging partner or agent) on behalf of _____ a partnership. He/She personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____ (Date) _

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

Exhibit A

RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal proposals from vendors that are interested in providing professional services to support the needs of the County for geotechnical services and construction material testing and inspection here as described herein. Sealed proposals must be received in the Procurement Division, prior to the due date and time listed below.

RFP Number and Title: 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

Description: Provide professional services to support the needs of the County for geotechnical services and construction material testing and inspection.

Receiving Period: Prior to 2:00 p.m., Wednesday, June 7, 2023

Bid Opening: Wednesday, June 7, 2023, at 2:00 p.m. or as soon as possible thereafter.

This form is for RFP registration only. Please scroll down for additional information.

Questions regarding this RFP must be in writing and must be sent to Michael Guerrero Sr. Procurement Analyst, via email at michaelguerrero@polk-county.net or via fax at (863) 534-6789. All questions must be received by, Tuesday, May 30, 2023, 4:00 p.m.

RFP REGISTRATION

You MUST register using this form in order to receive notice of any addenda to these documents. Please fax the completed form to the Polk County Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

RFP Number: 23-328

RFP Title: Professional Geotechnical Services and Construction Material Testing and Inspection

This form is for RFP registration. Please scroll down for additional information.

This form is for bid registration only. Please scroll down for additional information.

Carefully complete this form and return it to the Procurement Division via e-mail to procurement@polk-county.net or fax (863) 534-6789. You must submit one form for each solicitation that you are registering for.

Company Name: _____

Contact Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

PROPOSAL SUBMITTAL INSTRUCTIONS

Proposers must submit their proposal prior to 2:00 p.m. on the receiving date. Proposals must be submitted in a “sealed” parcel or electronically through Polk County’s secure website, Kiteworks. Proposals will be publicly opened at 2:00 p.m. on the receiving date.

Sealed Parcel Submittal:

If you are submitting a sealed parcel proposal submit one (1) original marked ORIGINAL and five (5) copies marked COPY of the proposal in a sealed parcel to the Procurement Division. The parcel should be labeled “RFP #23-328, Professional Geotechnical Services and Construction Material Testing and Inspection” and marked with the proposer’s name and address. The Proposals may be mailed or delivered to:

Polk County Procurement Division
330 West Church Street, Room 150
Bartow, FL 33830

To assist with labeling the sealed parcel, please cut along the outer border and affix this label. Be sure to include the name of the company submitting the proposal where requested.

Sealed Proposal. DO NOT OPEN	
RFP Number	23-328
RFP Title	Professional Geotechnical Services and Construction Material Testing and Inspection
Due Date/Time:	June 7, 2023, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

Proposals may be mailed, express mailed or hand delivered. It is the Proposers responsibility to ensure their package is delivered to the Procurement Division prior to

2:00 p.m. on the Receiving date and time referenced above. Proposals delivered at 2:00 p.m. or later will not be accepted.

Electronic Proposals Submittal:

All prospective Proposers that are interested in submitting their proposals electronically can do so via the County's secure electronic submittal website, Kiteworks. Proposers must email michaelguerrero@polk-county.net at least 48 hours prior to opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for the Cost Tab, if applicable. Please use the name convention of your files as follow:

"RFP 23-328 Tab 1"

"RFP 23-328 Tab 2"

"RFP 23-328 Tab 3"

"RFP 23-328 Tab 4"

"RFP 23-328 Tab 5"

"RFP 23-328 Tab 6"

"RFP 23-328 Tab 7"

"RFP 23-328 Tab 8"

For more instructions, a video tutorial has been produced to further explain the electronic solicitation submittal process. It can be found by clicking here for RFP Submittals: https://youtu.be/vkn_7AHgioE. If you need assistance accessing this website due to ADA or any other reason, please email Michael Guerrero at michaelguerrero@polk-county.net.

Procurement recommends that Proposers submitting electronically double check the documents submitted into Kiteworks to ensure all requested tab information has been uploaded. Failure to upload the requested tab information may result in the proposal being deemed nonresponsive.

POLK COUNTY
Procurement Division
Fran McAskill
Procurement Director
REQUEST FOR PROPOSAL 23-328

Professional Geotechnical Services and Construction Material Testing and Inspection

Sealed proposals will be received in the Procurement Division, **Wednesday, June 7, 2023, prior to 2:00 p.m.**

Attached are important instructions and specifications regarding responses to this Request for Proposal (the "RFP"). The failure of a responding proposer (a "Proposer") to follow these instructions could result in Proposer disqualification from consideration for a contract to be awarded pursuant to this RFP.

This document is issued by Polk County (the "County") which is the sole distributor of this RFP and all addenda and changes to the RFP documents. The County shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The County shall post all such addenda, together with any other information pertaining to this RFP, on the County's website at

http://www.polk-county.net/procurement/procurement-bids. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a "Proposal") to this RFP to ensure that that the Proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the Proposer should not rely on such sources for information regarding the RFP solicitation.

Questions regarding this RFP must be in writing and must be sent to Michael Guerrero, via email at michaelguerrero@polk-county.net or via fax at (863) 534-6789. All questions must be received by May 30, 2023, 4:00 p.m.

Proposers and any prospective Proposers shall not contact, communicate with or discuss any matter relating in any way to this RFP with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated above. This prohibition begins with the issuance of the Request for Proposal and ends upon execution of a contract. Any such communication initiated by a Proposer or prospective proposer shall be grounds for disqualifying the offender from consideration for a contract to be awarded pursuant to this RFP and for contracts to be awarded pursuant to RFPs or Requests for Bid that the County may issue in the future.

A Proposer's responsive Proposal to this RFP may be mailed, express mailed, or hand delivered to:
Polk County Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830
(863)534-6757

INTRODUCTION

Polk County, a political subdivision of the State of Florida seeks professional geotechnical services and construction material testing and inspection, and as further defined in the Scope of Services below.

Polk County's Selection Process for consultants' services is in accordance with Section 287.055, Florida Statutes, the Consultants' Competitive Negotiations Act ("CCNA"). The Professional Services Selection Committee will review the qualifications of all submitting firms.

It is the intent of the County to select and negotiate a Master Consulting Agreement with multiple firm(s).

The County will negotiate a fee schedule and or overall lump sum price as part of "Selection Process", Elevation Level 4 Contract Negotiations.

Services under this contract will be in compliance with Section 287.055 of the Florida Statutes referred to as the "Consultants' Competitive Negotiation Act" (CCNA). Polk County's Procurement Procedure's Manual outlines the Procedures for Contracting for Professional Services Covered by CCNA. These procedures outline the process used for the selection of a consulting firm awarded through this RFP process.

All services must be performed in accordance with applicable Federal, State and Local regulations.

SCOPE OF SERVICES

The scope of services shall include, but not be limited to in-place density tests; standard or modified proctors; limerock bearing ratio test; compressive strength of concrete cylinders; compressive strength of soil-cement pills; Super Pave - asphalt binder content, gradations, gyratory pills, pavement density, air voids; core drill & soils analysis; steel inspection; geotechnical investigations & soil testing; asphaltic concrete inspection services; concrete testing, which includes, but is not limited to the specific services listed on Exhibit "A" at the end of this document. All reports submitted by the Consultant(s) shall include specific recommendations, as applicable.

The County shall request the services on an as-needed basis. There is no guarantee that any or all of the services described in the agreement will be assigned during the term of the agreement. Further, the Consultant is providing these services on a nonexclusive basis. The County, at its option, may elect to have any of the services set forth herein performed by other consultants or County staff.

AGREEMENT

The Master Consulting Agreement will be for five (5) years unless otherwise terminated in accordance with the master service agreement.

EVALUATION CRITERIA

Proposals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this RFP are not desired and may be construed as an indication of the Proposer's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired unless specifically requested. The Proposal responses shall be contained within a three-ring binder (original and each copy in separate binders). For the purposes of this RFP, one page equals a single sided page. It is requested that the responses be in the same order as the selection and evaluation procedures. The submittals should include the following:

Tab 1 Executive Summary

(Items a-c: Maximum of two (2) pages

a) Name, company name, address, telephone number, and email address.
b) State the number of years in business, as the same company/firm.
c) State the number of full-time employees.
d) Provide documentation showing proper incorporation by the Secretary of State.
e) Provide a copy of the firm's applicable certification(s) from the State of Florida allowing them to provide the services as outlined in the Scope of Service as well as compliance with F.S. 287.055

Tab 2 Approach to the Project (35 points)

(Maximum of four (4) pages)

a) Describe in detail the components of how your firm proposes to manage assigned project(s), based upon the scope of services. Please identify the services your firm provides which make you qualified to perform the required services.
b) Describe how the firm plans to maintain the project team and manage the project team members' time in order to ensure sufficient time to complete a project.
c) Describe the firm's Quality Assurance and Quality Control program as it pertains to engineering services.

Tab 3 Experience, Expertise, Personnel and Technical Resources (35 points)

- Identify a minimum of five (5) and a maximum of eight (8) projects in which the proposer has performed within the past five (5) years as the prime proposer which best illustrate the experience of the firm and current staff as related to the desired services. At least three (3) of the projects identified should be for geotechnical services, and at least two (2) should be for construction and material testing and inspection. At least three (3) of the minimum five (5) projects

should have been performed within the state of Florida. (Maximum of one (1) page only per project).

- For each project please provide:
    a) Name and location of the project;
    b) Size and cost of the project;
    c) Project representative name, address, phone number, and email address
    d) Date project was completed or is anticipated to be completed, if completed provide the actual completion date;
    e) The nature of the firm's responsibility on the project;
    f) List of change orders, including dollar amount, which were the result of unforeseen circumstances or design errors/oversights; and
    g) List of any time extensions created by item f above.

- Provide an organizational chart of the team highlighting the key individuals who will work on this contract.
- Provide brief resumes of the firm's key personnel to be assigned to the master service agreement including, but not limited to, the items in the list below (One (1) page maximum per resume):
    a) Name and current position held by the person
    b) Name, title and project assignment
    c) Experience:
        1) Types of projects.
        2) Size of projects (dollar value of project).
        3) What were their specific project involvements?
- Identify any sub-consultants that may be involved throughout the duration of the agreement. For each sub consultant identified please provide:
    - A brief description of their experience outlining their qualifications to perform the intended services
    - A brief resume for each key personnel that will be assigned to perform the intended services

Tab 4 Is the Firm a "Polk County Entity"? (5 Points)

- There will be a maximum of five (5) points allocated for this Tab. If the Proposer is a Polk County Entity, then five (5) points will be allocated. If the Proposer is not a Polk County Entity but is utilizing one or more sub-consultants that are a Polk County Entity to assist in performing the scope of work, then the Proposal will be allocated one (1) point for each sub-consultant which is a Polk County Entity up to a maximum of five (5) points. The Polk County Entity sub-consultant(s) must have been identified under Tab 3, Experience, Expertise, Personnel and Technical Resources in order to qualify for point allocation.
- Provide documentation of the Proposers' or sub-consultant's headquarters and local offices, if any, and the amount of time the firm has been located at each

such local office. Please also indicate the number of employees at the local office.

- Proposers or sub-consultants will be allocated points if they meet the following Polk County Government definition of Polk County Entity.
    - The term “Polk County Entity” means any business having a physical location within the boundaries of Polk County, Florida, at which employees are located and business activity is managed and controlled on a day-to-day basis. Additionally, the business must have been located within the boundaries of Polk County for a minimum of 12 months prior to the date the applicable solicitation is issued. This requirement may be evidenced through a recorded deed, an executed lease agreement, or other form of written documentation acceptable to the County. The County shall have the right, but not the obligation, to verify the foregoing requirements.
- In the event a Proposer lists one or more sub-consultants in Tab 4 which is a Polk County Entity and receives point(s) as a result, and after the Proposer is awarded the project, if successful, it is determined that the listed sub-consultant does not assist in the performance of the scope of work (and is not replaced with an alternative sub-consultant which is a Polk County Entity), then the Proposer acknowledges and agrees that it may be suspended or debarred by the Procurement Director for failure to comply with the conditions, specifications or terms of a proposal or contract with the County or for committing a fraud or misrepresentation in connection with a proposal or contract with the County, in accordance with the Polk County Purchasing Ordinance and Procedures Manual.

Tab 5 Is the Firm a “Certified Woman or Minority Business Enterprise” (5 Points)

- Polk County Board of County Commissioners has a long-standing commitment to encouraging the utilization of Women and Minority Businesses that do business with the County as vendors. To that end we encourage all of our prime and professional services vendors to utilize W/MBE vendors where at all possible, irrespective of a company’s certification status. Please explain how the submitting firm will encourage minority participation in the project. (Limit response to one page)
- There will be a maximum of five (5) points allocated for this tab. If the Proposer is a Woman or Minority owned business, then five (5) points will be allocated. If the Proposer is not a Woman or Minority owned business but is utilizing one or more sub-consultants that are a Women or Minority owned business to assist in performing the scope of work, then the Proposal will be allocated one (1) point for each sub-consultant which meets the County’s certification criteria of Women or Minority owned, up to a maximum of five (5) points. The Woman or Minority owned business sub-consultant(s) must have been identified under Tab 3, Experience, Expertise, Personnel and Technical Resources in order to qualify for point allocation.

- Proposers or sub-consultants will be allocated points if they are a certified W/MBE as evidenced by providing the documentation described below.
    - If the Proposer or sub-consultant has a certified W/MBE status, provide documentation of the firms' certified W/MBE status as defined by the Florida Small and Minority Business Act and as defined in Polk County's Purchasing Procedures. Polk County's Purchasing Procedures recognize the following to meet the requirement of a certified W/MBE status:
        - Valid W/MBE Certification from one of the following
            - Florida Minority Supplier Development Council
            - Women Business Enterprise National Council
            - The State of Florida Office of Supplier Diversity
            - Florida Department of Transportation
            - U. S. Small Business Administration
            - Federal Aviation Authority
            - Other Florida governmental agencies

  Certifications from other governmental agencies will be considered on a case-by-case basis.

- In the event a Proposer lists one or more sub-consultants in Tab 5 which is a Women or Minority owned business and receives point(s) as a result, and after the Proposer is awarded the project, if successful, it is determined that the listed sub-consultant does not assist in the performance of the scope of work (and is not replaced with an alternative sub-consultant which is a Women or Minority owned business), then the Proposer acknowledges and agrees that it may be suspended or debarred by the Procurement Director for failure to comply with the conditions, specifications or terms of a proposal or contract with the County or for committing a fraud or misrepresentation in connection with a proposal or contract with the County, in accordance with the Polk County Purchasing Ordinance and Procedures Manual.

Tab 6 Interactions with County and Regulatory Agency Staff (5 Points)

- Provide documentation supporting the specialized qualifications of the proposed staff in terms of meeting this scope of service. Qualifications should highlight experience with regulatory agencies, identifying specific agencies and the items being addressed, including construction permitting, water use permitting, consent orders, consultation, governing regulations, and other related activities. Describe the firm's ability to work with Roads and Drainage or other Division staff in order to successfully fulfill the scope of service. Demonstrate the firm's knowledge of permitting process, as well as local regulatory agencies, including, but not limited to FDOT, and SWFWMD, if applicable. **(Limit response to one (1) page)**

Tab 7 Timely Completions of Projects (5 points)

Describe the firms' current and future projected workload. Describe specifically the firms' daily ability to handle each aspect of the scope of services described herein. **(Limit response to two (2) pages maximum)**

Tab 8 Surveys of Past Performance (10 Points)

- Provide reference surveys from past clients for the projects identified under Tab 3.
- Completed surveys. (See Exhibit 1) Procurement will take the average of all surveys and score as follows:
    - Average Score between 9-10 (10 Points)
    - Average Score between 7-8 (8 Points)
    - Average Score between 5-6 (6 Points)
    - Average Score between 3-4 (4 Points)
    - Average Score between 1-2 (2 Points)
    - Average Score of 0 (0 Points)

BID OPENING

Proposers may attend the Bid Opening in person or via conference call by dialing (646) 558-8656 and enter Meeting ID: 327 647 2818. A listing of all proposers will be posted to Procurement's website as soon as possible after bid opening.

Selection Process

Proposals will be evaluated in accordance with this section and all applicable County procurement policies and procedures.

The County shall appoint a selection committee (the "Selection Committee") that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section.

The County will use a competitive selection process based on the Elevation Levels described in this Section. At Elevation Levels 2 and 3, the Selection Committee will score and/or rank the Proposals as applicable.

Selection of a final Proposal will be based upon the following steps and factors:

Elevation Level 1 (Procurement Requirements Assessment):

- The County Procurement Division shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the County's discretion, non-conforming Proposals may be eliminated from further consideration and conforming Proposals shall be elevated to Elevation Level 2. Procurement will distribute Proposals and evaluation criteria to the Selection Committee.
- Procurement will also ensure all firms meet the requirement of certification as outlined in Florida Statute 287.055(3)(c).

- The Selection Committee may convene to review questions that arise during individual member review of submitted Proposals before Elevation Level 2 to allow for questions, clarifications, explanations, or other discussion to be held before the review of Proposals is completed.

Elevation Level 2 (Scoring)

- Procurement shall score each Proposal on the following evaluation criteria:
    - Local (Tab 4)-5 points
    - W/MBE Certification (Tab 5)-5 points
    - Surveys of Past Performance (Tab 8)-10 points

    Subtotal Points-20 points

    by the process stated under each corresponding Tab description as set forth on Pages 8-11.

- Each Selection Committee member shall score each Proposal on the following evaluation criteria:
    - Approach to the Project (Tab 2)-35 points
    - Experience, Expertise, Personnel and Technical Resources (Tab 3)-35 points
    - Interaction w/ County & Regulatory Agencies (Tab 6)-5 points
    - Timely Completion of Projects (Tab 7)-5 points
      Subtotal Points-80 points
      by the following process:

1) Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:
    - EXCELLENT (1.0): Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless.
      The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an exceptional and superior degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver far beyond expectation.
    - VERY GOOD (0.8): To a high degree; better than or above competent and/or skillful.
      The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation,

diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver beyond expectation.

- GOOD (0.6): Having positive or desirable qualities; competent; skilled; above average.
  The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at the expected level.
- FAIR (0.4): Average; moderate; mediocre; adequate; sufficient; satisfactory; standard.
  The Proposer provided information for a given criteria that satisfied the requirements and described sufficiently how and what will be accomplished in a manner that exhibited an adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.
- POOR (0.2): Inadequate; lacking; inferior in quality; of little or less merit; substandard; marginal.
  The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information, or was of inferior quality. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.
- UNACCEPTABLE (0.0):
  The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

2) After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points available for such criterion shall be multiplied by the factor associated with the applicable description to produce the number of points allocated for that evaluation criterion. For example, a Selection Committee member classifies the "Experience and Expertise" criterion (which shall be worth 25 points for the purpose of this example) as "Very Good" (which is a description factor multiplier of 0.8). The points that Selection Committee

member allocated for that evaluation criterion would be 20, calculated as follows: 25 available points x 0.8 applicable description factor multiplier = 20 points.

3) A Selection Committee member's total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.
4) When all Selection Committee members have completed their Proposal evaluations, the individual Selection Committee member's total scores for each Proposal will be added together to produce a final score for each Proposal.
5) Procurement will confirm the calculations for the final score for each Proposal. Then, Procurement shall publish a rank-ordered listing of the Proposals to the Selection Committee with the Proposal receiving the highest point as the highest-ranked Proposal.
6) In accordance with Section 287.055(4)(a), Florida Statutes, if there are three (3) or more Proposers in Elevation Level 2, the Selection Committee must elevate no fewer than the three highest scored of such Proposers to Elevation Level 3 for interviews. If there are only two Proposers in Elevation Level 2, the Selection Committee must elevate those two Proposers to Elevation Level 3 for interviews. If there is only one Proposer in Elevation Level 2, then the Selection Committee may collectively decide if they would like to elevate the Proposer to Elevation Level 3 for interviews or if they would like to recommend the Board authorize staff to enter into Contract Negotiations with the Proposer. In the latter case, after Board approval to authorize staff to negotiate a contract, the Proposer will then be elevated to Elevation Level 4 for contract negotiations.

Elevation Level 3 (Proposer Interviews)
The Selection Committee are required to conduct interviews of the Proposers that it has elevated from Elevation Level 2 to Elevation Level 3.

During an interview, elevated Proposers may be requested to make a presentation focusing on their qualifications, approach to the project and the ability to furnish the required services. The Selection Committee members will have an opportunity to inquire about any aspect of the RFP and the Proposer's Proposal. After all elevated Proposer interviews, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the Proposer deemed to be the most highly qualified to perform the required services. In accordance with Section 287.055(4)(b), Florida Statutes, in determining whether a Proposer is qualified, each Selection Committee member shall consider such factors as:

- Ability of Personnel
- Whether a Proposer is a certified minority business enterprise
- Past performance
- Willingness to meet time and budget requirements
- Location
- Recent, current, and projected workloads
- Volume of work previously awarded to each Proposer by the County

Procurement shall receive and compile each Selection Committee member's ranking of each Proposer, and then publish a rank-ordered listing of Proposers to the Selection Committee, based on the combined average rankings given each Proposer. The Selection Committee members will then collectively decide if they would like to recommend the Board authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-ranked Proposer(s). After Board approval to authorize staff to negotiate a contract, said Proposer(s) will then be elevated to Elevation Level 4 for contract negotiations.

Elevation Level 4 (Contract Negotiations)
If a Proposer is elevated to this level, the User Division, with the assistance of Procurement and the County Attorney's Office, shall negotiate an Agreement with the elevated Proposer(s) in accordance with Section 287.055(5), Florida Statutes.

If after negotiating for a reasonable time period the parties cannot agree on a contract, the County shall, in its sole discretion, terminate further contract negotiations with that Proposer(s). Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer(s) have terminated. The Selection Committee shall then determine whether to recommend to the Board to approve contract negotiations with the next-highest-ranked Proposer, and so on. If the Selection Committee decides not to recommend contract negotiations with the next-highest-ranked Proposer, or if the County determines there is no other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.

After contract negotiations with a Proposer(s) are successfully completed pursuant to Elevation Level 4, the Selection Committee shall recommend to the Board of County Commissioners that it selects such Proposer(s) to provide the services as outlined in the Agreement. The Board of County Commissioners shall make the final decision whether to enter into an Agreement with a Proposer(s).

ATTENTION PROPOSERS

The Successful Proposer must register in our new Vendor Database if you have not already done so prior to award of this RFP. A purchase order cannot be issued to a vendor until they have registered.

You may register by going to the following link:

https://www.polk-county.net/procurement/vendor-registration

Registered vendors will receive a User ID and Password to access their company information. All registered vendors must provide their owner gender, owner ethnicity, corporate status, and a minimum of one (1) commodity code to be considered registered. It is the responsibility of all vendors to update their vendor information.

Only registered vendors will receive notifications of future RFP's.

GENERAL CONDITIONS

CONTACT

After the issuance of any Request for Proposal, prospective proposers shall not contact, communicate with, or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners, and any employee of Polk County, other than the Procurement Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of any Request for Proposal and ends upon completion execution of a contract. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

INSURANCE REQUIREMENTS

The selected firm, if any, shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below. Provide to the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. Polk County, a political subdivision of the State of Florida, shall be an additional named insured on all policies related to the project, excluding workers' compensation and professional liability. The Workers' Compensation and General Liability policies shall contain a waiver of subrogation in favor of Polk County. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII. The firm's self-insured retention or deductible per line of coverage shall not exceed $25,000 without the permission of the County. In the event of any failure by the firm to comply with the provisions; the County may, at its option, on notice to the firm suspend the project for cause until there is full compliance. Alternatively, the County may purchase such insurance at the firm's expense, provided that the County shall have no obligation to do so and if the County shall do so, the firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

Worker's Compensation and Employer's Liability Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

Admitted in Florida	Yes
Employer's Liability	$100,000
All States Endorsement	Statutory
Voluntary Compensation	Statutory

Commercial General Liability Insurance. $1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations and Products/Completed Operations;

Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverages;

Independent Contractors; Policy must include Separation of Insureds Clause.

Comprehensive Automobile Liability Insurance. $1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Professional Liability Insurance. $2,000,000 for design errors and omissions, inclusive of defense costs. Selected firm shall be required to provide continuing Professional Liability Insurance to cover the project for a period of two (2) years after the projects are completed.

INDEMNIFICATION

To the maximum extent permitted by law, the Consultant shall indemnify, protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, reasonable attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, to the extent arising out of or resulting from (i) the failure of Consultant to comply with applicable laws, rules or regulations, (ii) the breach by Consultant of its obligations under this Agreement, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Consultant's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant or any persons or entities employed or utilized by Consultant in the performance of this Agreement. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

PUBLIC ENTITY CRIMES STATEMENT

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 or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting this proposal, the proposer hereby certifies that they have complied with said statute.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION
The County is an equal opportunity/affirmative action employer. The County is committed to equal opportunity employment effort; and expects firms that do business with the County to have a vigorous affirmative action program.

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH
The County hereby notifies all Proposers that W/MBEs are to be afforded a full opportunity to participate in any request for proposal by the County and will not be subject to discrimination on the basis of race, color, sex or national origin.

AFFIRMATION
By submitting their proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the County.

DEVELOPMENT COSTS
Neither the County nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a response to the RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

ADDENDA
The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The addenda will be posted on the County's website at https://www.polk-county.net/procurement-bids. It is the sole responsibility of the proposers to check the website to ensure that all available information has been received prior to submitting a proposal.

CODE OF ETHICS
If any proposer violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this proposal, such proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from bidding on any future proposals for work, goods, or services for the County.

DRUG FREE WORKPLACE
Preference shall be given to businesses with Drug Free Workplace (DFW) programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the County for the procurement of commodities or contractual services, a proposal received from a business that has provided a statement that it is a DFW shall be given preference in the award process.

APPLICABLE LAWS AND COURTS

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

CONTRACTUAL MATTERS

A contract in substantially the same form as attached here to as Attachment "A" (Master Consulting Agreement) will be executed between the County and the successful Proposer(s).

All contracts are subject to final approval of the Polk County Board of County Commissioners. Persons or firms who incur expenses or change position in anticipation of a contract prior to the Board's approval do so at their own risk.

PROPOSAL ACCEPTANCE PERIOD

A proposal shall be binding upon the offeror and irrevocable by it for one hundred and twenty (120) calendar days following the proposal opening date. Any proposal in which offeror shortens the acceptance period may be rejected.

ADDITION/DELETION

The County reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the County.

PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are in the public domain. However, the proposers are required to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Proposers should provide a redacted copy of proposal with submittal or must provide within thirty (30) days from the Proposal due date.

All proposals received from proposers in response to this Request for Proposal will become the property of the County and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County.

REVIEW OF PROPOSAL FILES

In accordance with Chapter 119.071 of the Florida Statutes, the responses received for this Request for Proposal are exempt from review for thirty (30) days after the Bid Opening Date or at Recommendation of Award, whichever event occurs first.

Should the RFP be cancelled and re-solicited for any reason, proposal responses shall remain exempt from disclosure for a period not to exceed twelve (12) months or at Recommendation of Award of the subsequent solicitation.

RFP PROTEST: Any proposer desiring to file a protest, with respect to a recommended award of any RFP, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All proposers who submitted a proposal will be sent a Notice of Recommended Award, unless only one proposal was received.

A copy of the protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at https://www.polk-county.net/procurement/protest-procedures.

FAILURE TO FOLLOW PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE PROPOSER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.

UNAUTHORIZED ALIEN(S) The Consultant agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful consultant will complete and submit the form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, contractors and subcontractors shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. 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. 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 the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

LIMITATIONS

This request does not commit Polk County to award a contract. Proposers will assume all costs incurred in the preparation of their response to this RFP. The County reserves the right to: 1) accept or reject qualifications and/or proposals in part or in whole; 2) request additional qualification information; 3) limit and determine the actual contract services to be included in a contract; 4) obtain information for use in evaluating submittals from any source and 5) reject all submittals.

ATTORNEY'S FEES AND COSTS: Each party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

PUBLIC RECORD LAWS

(a) The Consultant acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Consultant further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Consultant shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b)Without in any manner limiting the generality of the foregoing, to the extent applicable, the Consultant acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET

Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).
   i. By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.
   ii. Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000), then the Vendor further certifies to the County as follows:
      a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
      b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
      c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
      d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or

Syria when it submitted its proposal to the County concerning the subject of this Agreement.

iii. The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

i. The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

ii. The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000).

Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: _____

DBA/Fictitious Name (if applicable): _____

TIN #: _____

Address: _____

City: _____

State: _____

Zip Code: _____

County: _____

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization (select one type)

- □ Sole Proprietorship
- □ Partnership
- □ Non-Profit
- □ Sub Chapter
- □ Joint Venture
- □ Corporation
- □ LLC
- □ LLP
- □ Publicly Traded
- □ Employee Owned

State of Incorporation: _____

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

EXHIBIT 1
DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

The objective of this process is to identify the past performance of the Contractor submitting a proposal package. This is accomplished by sending survey forms to past customers. The customers should return the forms directly to the Contractor. The Contractor is to include all surveys in their proposal package.

Sending the Survey

The surveys shall be sent to all clients for whom the Contractor has identified under Tab 3. Surveys should correlate to all projects identified under Tab 3.

If more surveys are included, then Procurement will only use those identified under Tab 3.

1. The Contractor shall complete the following information for each customer that a survey will be sent

CLIENT NAME	Name of the company that the work was performed for (i.e. Hillsborough County).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (Geotechnical Services/Construction Material Testing and Inspection for X Project)
COST OF SERVICES	Cost of services ($250,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2022)

2. The Contractor is responsible for verifying that their information is accurate prior to submission for references.

3. The survey must contain different services/projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.

4. The past projects can be either completed or on-going.

5. The past client/owner must evaluate and complete the survey.

Preparing the Surveys

1. The Contractor is responsible for sending out a performance survey to the clients that have been identified under Tab 3. The survey can be found on the next page.
2. The Contractor should enter the past clients' contact information, and project information on each survey form for each reference. The Contractor should also enter their name as the Contractor being surveyed.
3. The Contractor is responsible for ensuring all references/surveys are included in their submittal under Tab 8
4. Polk County Procurement may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

Survey Questionnaire – Polk County

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

To: _____ (Name of Person completing survey)

_____ (Name of Client Company/Contractor)

Phone Number: _____ Email: _____

Subject: Past Performance Survey of Similar work:

Project name: _____

Name of Vendor being surveyed: _____

Cost of Services: Original Cost: _____ Ending Cost: _____

Contract Start Date: _____ Contract End Date: _____

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage	(1-10)	
5	Close out process	(1-10)	
6	Ability to communicate with Client's staff	(1-10)	
7	Ability to resolve issues promptly	(1-10)	
8	Ability to follow protocol	(1-10)	
9	Ability to maintain proper documentation	(1-10)	
10	Appropriate application of technology	(1-10)	
11	Overall Client satisfaction and comfort level in hiring	(1-10)	
12	Ability to offer solid recommendations	(1-10)	
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	

Printed Name of Evaluator _____

Signature of Evaluator: _____

Please fax or email the completed survey to: _____

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 23-328, PROFESSIONAL GEOTECHNICAL SERVICES and CONSTRUCTION MATERIAL TESTING and INSPECTION

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____ day of _____, 20___, by _____(*name*) as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

Exhibit “A”
Specific Services

Specific services shall include, but not be limited to, sampling and testing of soils, concrete, asphalt and various other construction materials.

1.	In-Place density tests
2.	Standard or modified proctors
3.	Limerock Bearing Ratio tests (3 points)
4.	Compressive strength of concrete cylinders (4 per set)
5.	Compressive strength of soil-cement pills (4 per set)
6.	Core drilling & soils analysis
	STEEL INSPECTION
1.	Inspection of Welds & Bolt Torqueing A) At Plant B) At Job Site 1. One (1) Man Inspection Crew 2. Two (2) Men Inspection Crew
2.	Reinforcing Steel Inspection
3.	Nondestructive Testing of Steel & Connections
	GEOTECHNICAL INVESTIGATIONS & SOIL TESTS
1.	**Standard Penetration Test Borings (ASTM D-1586)(Minimum 50 feet per job)** A) 0-50 foot depth interval B) 50-100 foot depth interval C) 100-125 foot depth interval D) 125-150 foot depth interval
2.	Solid Auger Stem Borings (minimum 100 feet per job)
3.	Manual Auger Borings
4.	Drill Service from Floating Platform
5.	Rock Coring
6.	Installation of Steel Casing

7.	Ground Penetrating Radar
8.	Cone Penetrometer Radar
9.	Dilatometer Soundings
10.	Atterberg Limits A) Liquid Limit (LL) – Plastic Limit (PL) B) Shrinkage Limit (SL)
11.	California Bearing Ratio
12.	Consolidation A) Consolidation with Reload
13.	Corrosion Resistance (pH and R)
14.	Field Density Tests (minimum 3 tests per trip)
15.	Florida Bearing Value (FBCV)
16.	Florida Bearing Value Determination of Blend Proportions
17.	Grain Size: A) Hydro Analysis B) Sieve Analysis (Wash No. 200 Sieve)
18.	Ground Penetrating Radar
	GEOTECHNICAL INVESTIGATIONS & SOIL TESTS
19.	Limerock Bearing Ratio (LBR) (3 point)
20.	Limerock Bearing Ratio (LBR) (5 point)
21.	Moisture Content
22.	Moisture Density Test (Standard or Modified Proctor)
23.	Muck Probing 2 Man Crew 3 Man Crew
24.	Organic Content Determination
25.	Monitor Well Installation includes permits, lithologic log, and report – 2” or 4” PVC with removable, water-tight plug
	Hollow Stem Auger Boring
	Casing: 2-inch PVC (site spec. may require stickup)
	Casing: 4-inch PVC (site spec. may require stickup)
	Casing: 2-inch Steel (site spec. may require stickup)

	Casing: 4-inch Steel (site spec. may require stickup)
	0.010-inch Filter Screen: 2-inch PVC + min. 6-inch tail
	0.005-inch Filter Screen: 2-inch PVC + min. 6-inch tail
	0.010-inch Filter Screen: 4-inch PVC + min. 6-inch tail
	0.005-inch Filter Screen: 4-inch PVC + min. 6-inch tail
	Filter Sand: Varies from approx. 30/65 to approx. 20/30
	Bentonite: Chips / Balls
	Bentonite: Slurry / Slurry by tremie pipe
	Neat Grout
	Protective Casing (Hinged top and lockable) w/ name plate
	Concrete Pad (2'x2'x4" above-ground or 12-inch flush-mount round)
	Concrete-filled, Painted, Protective Bollard min. 4.5-inch O.D. max 6-inch O.D. (4-foot tall / 2-foot buried)
26.	Well Abandonment includes permits and report
	2-inch Well
	4-inch Well
27.	Tracked-Mounted Direct Push Technology (DPT) Rig w/all equipment and crew
	GEOTECHNICAL INVESTIGATIONS & SOIL TESTS
28.	pH
29.	Permeability Tests – Field (15', 2 depths) (Excluding auger borings & vertical permeability)
30.	Permeability Tests – Laboratory Granular Soil Cohesive Soil
31.	Soil-Cement, Field Testing & Observation
32.	Soil-Cement, Laboratory Design Mixes (FOB Laboratory)

33.	Soil Plate Load Test (ASTM)
34.	Specific Gravity
35.	Double Ring Infiltrometer Test
36.	Relative Density Test
37.	Triaxial Compression Test (CU) (3 points) Additional points
38.	Unconfined Compression Tests
39.	Undisturbed Thin-Walled Tube Sampling
40.	Unit Weight
	ASPHALTIC CONCRETE INSPECTION SERVICES
1.	Asphaltic Concrete Paving Plant Inspection
2.	Asphalt Mix-Gradation
3.	Asphalt Mix-Bulk Specific Gravity
4.	Asphalt Mix-Gradation
5.	Asphalt Mix- Maximum Specific Gravity
6.	Asphalt Mix- Temperature
7.	RAP – Asphalt Binder Content
8.	RAP – Gradation
9.	RAP- Maximum Specific Gravity
10.	Coring Pavement for Density and/or Thickness
11.	Asphalt Core Density (core provided by others)
12.	Gyratory Compaction for SuperPave AASH to TP4-00
13.	Quantitative Determination of Asphalt Content from Asphalt Paving Mixtures by the Ignition Method FM5-563
	CONCRETE TESTING
	Concrete Aggregate Tests (FOB Lab)
1.	Sieve Analysis, Fine or Coarse
2.	Absorption
3.	Specific Gravity

4.	Unit Weight
5.	Material Finer than No. 200 Sieve
6.	Organic (Color metric ASTM C-40)
7.	Salt Content
8.	Los Angeles Abrasion
9.	Soundness (5 cycle sodium sulfate) (5 cycle magnesium sulfate)
10.	Masonry Mortar strength Comparative, Sand or Water
	Concrete Beams
11.	Flexural Strength, Making & Testing (3 tests per set)
	Concrete Masonry Units or Prisms
12.	Compressive Strength, ASTM C-140, 5 Specimens
13.	Absorption & Moisture Content, ASTM C-150, 5 Specimens
14.	Compressive Strength Testing of Hollow Masonry Prisms ASTM E-477 (FOB)
15.	Compressive Strength Testing of Hollow Masonry Prisms with Grouted Cells, ASTM E-477
16.	Molding, Curing & Testing of 2” x 2” Masonry Mortar Cubes (set of 3 cubes)
17.	Concrete Masonry Units, ASTM Test (5 Compression & 5 Absorption Tests)
	Concrete Coring
18.	Securing Structural or Pavement Cores, Compression Tests & Thickness
19.	Coring Site Accessible – Does not include mobilization charge, staging and/or scaffolding, 4” diameter or smaller, 6” thickness or less. Compressive Strength of Concrete Cores (cores provided by others)
	Grout Cubes
20.	Making and Compression Tests of 2” Cubes from Job Site (set of 3)

	Concrete Cylinders
21.	Making & Compression Tests of 6” x 12” Cylinders (Slump Test Included)
22.	Compression Tests of 6” x 12” Cylinders
23.	Extra Slump Tests
24.	Air Content Tests
	Concrete Design Mixes
25.	Concrete Design Mixes (including standard aggregate tests & one trial batch with 6 compression test cylinders)
26.	Brush/Loss (for soil Cement basis) ASTM Durarock & Pug Mix
27.	Linear Shrinkage Tests of Concrete Block (ASTM 426)
28.	Concrete Ready Mix Plant or Job Inspection
29.	Pre-Fabricated Panel Tests, ASTM or FHA

May 10, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1
RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Correction to Contractual Matters reference on page 20 of the RFP document.

Michael Guerrero
Sr. Procurement Analyst
Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature:_____

Printed Name:_____

Title:_____

Company:_____

ADDENDUM #1

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

CLARIFICATION

DELETE IN ITS ENTIRETY:

Page 20, Contractual Matters

A contract in substantially the same form as attached here to as Attachment "A" (Master Consulting Agreement) will be executed between the County and the successful Proposer(s).

All contracts are subject to final approval of the Polk County Board of County Commissioners. Persons or firms who incur expenses or change position in anticipation of a contract prior to the Board's approval do so at their own risk.

REPLACE WITH:

A contract in substantially the same form as attached here to as Attachment "B" (Master Consulting Agreement) will be executed between the County and the successful Proposer(s).

All contracts are subject to final approval of the Polk County Board of County Commissioners. Persons or firms who incur expenses or change position in anticipation of a contract prior to the Board's approval do so at their own risk.

DRAFT AGREEMENT
MASTER CONSULTING AGREEMENT

THIS AGREEMENT is entered into as of the Effective Date (defined in Section 1.1 below) by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida 33830, _____ (the "Consultant") a _____ _____, located at _____, and whose Federal Employer Identification Number is: _____.

WHEREAS, County requires certain professional services in connection with the performance of certain professional geotechnical services and construction material testing and inspection for all Divisions in the County; and,

WHEREAS, the County has solicited for these services via RFP 23-328, an advertised request for proposals (the "RFP"), and has received numerous responsive proposals thereto; and

WHEREAS, pursuant to the RFP, the County has selected the Consultant and the Consultant remains agreeable to providing the County the professional services described herein, and the Consultant represents that it is capable and prepared to do so according to the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the parties hereby agree, as follows:

1.0 **Term**

1.1 This Agreement shall take effect on the date of its execution by the County (the "Effective Date").

1.2 The term of this Agreement shall be for a five (5) year time period, commencing upon the Effective Date and remaining in full force and effect thereafter, unless otherwise sooner terminated as provided herein.

2.0 **Services to Be Performed by Consultant**

2.1 Consultant shall perform the services as generally described in (i) the County's Request for Proposals RFP 23-328, to include all attachments and addenda, and (ii) the Consultant's responsive proposal thereto (collectively, (i) and (ii) are "RFP 23-328") all of which are incorporated into this Agreement by this reference, attached hereto as a composite Exhibit "A" and made a part of

this Agreement, and as may be further specifically designated and authorized by the County, in writing (collectively, the "Services"). Such authorization will be referred to as a Consultant Services Authorization ("CSA") or a Contract Purchase Order ("CPO") and all provisions of this Agreement apply to the CSA/CPO with full force and effect as if appearing in full within each CSA/CPO. Each CSA/CPO will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages and completion date, and shall become effective upon the due execution.

2.2 The Consultant is not authorized to undertake any project without a duly executed CSA/CPO, which shall specify the work to be performed and the time to be completed. Consultant recognizes that the County may employ several different Consultants to perform the work described and that the Consultant has not been employed as the exclusive agent to perform any such services.

2.3 When the Consultant and the County enter into a CSA/CPO where the term of the CSA/CPO expires on a date that is later than the date that the Master Consulting Agreement (MCA) expires, the Consultant and the County agree that the terms of the MCA and any amendments, attachments or provisions thereof are automatically extended until the expiration (including any extension or amendment thereto) or full completion of the requirements of the CSA/CPO have been performed. Cancellation by the County of any remaining work prior to the full completion of the requirements of the CSA/CPO shall cause the terms of the MCA to terminate at the same time. This provision only applies when the expiration of the CSA/CPO extends beyond the expiration of the MCA. It does not apply when a CSA/CPO expires or is cancelled prior to the expiration of the MCA.

3.0 **Compensation**

3.1 General

3.1.1 County shall pay Consultant in accordance with Exhibit "B", "Fee Schedule", which is attached hereto and incorporated by reference as part of this Agreement. The fee schedule identifies all job classifications, which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services.

3.1.2 Upon the mutual agreement of the parties, the Fee Schedule, as set out in Exhibit "B" may be adjusted by a written Amendment to the Master Consulting Agreement annually beginning one year from the Effective Date of this Agreement. Such amendment must be executed by both parties and shall operate prospectively only and shall not alter fee schedules for CSA's/CPO's in effect at the time of the amendment.

3.1.3 Compensation may be negotiated as a not to exceed price or a lump sum amount on a per-project basis, on each individual CSA/CPO.

3.1.4 In the event a not to exceed price is negotiated, compensation shall be billed and paid based on and in accordance with the Hourly Rate Schedule attached hereto and incorporated herein as Exhibit "B". The Hourly Rate Schedule identifies all job classifications which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services.

3.1.5 Invoices must reference the applicable CSA/CPO number, using an invoice form approved by the County Auditor.

3.1.6 Each individual invoice shall be due and payable forty-five (45) days after receipt by the County of correct, fully documented, invoice, in form and substance satisfactory to the County with all appropriate cost substantiations attached. All invoices shall be delivered, as applicable based on the particular project:

Polk County Roads & Drainage Division
P.O. Box 9005, Bartow, FL 33830
Attention: Director

3.1.7 In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the County. This certifies that all services have been properly performed and all charges and costs have been invoiced to the County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the Consultant.

3.1.8 Payment of the final invoice shall not constitute evidence of the County's

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acceptance of the work

3.1.9 Invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional documents may be requested by County and, if so requested, shall be furnished by Consultant to County Auditor's satisfaction.

3.1.10 By submission of an invoice, the project manager or designated payroll officer is deemed to be attesting to the correctness and accuracy of time charges and requested reimbursements.

3.1.11 Pursuant to Section 3.1.4, if a not to exceed fee is negotiated, invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Alternatively, if a lump sum amount is negotiated, invoices shall be made upon the completion of each phase of the work in proportion to the Services performed, as specifically set forth in the applicable CSA or CPO. Additional documentation may be requested by the County and, if so requested, shall be furnished by the Consultant to the County Auditor's satisfaction.

3.2 Reimbursable

3.2.1 All requests for payment of out-of-pocket expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the County's Reimbursable Schedule, Exhibit "C", and include copies of paid receipts, invoices or other documentation acceptable to the County's Auditor. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Agreement, CSA, or CPO.

3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the applicable CSA or CPO, and include:

Overnight Deliveries
Reproduction
Sub-Consultant
Long Distance Telephone Calls (excluding Florida cities located outside the boundaries of Polk County)

3.2.3 Mileage and associated travel costs shall be reimbursed in accordance with F.S. 112.061 and County policy for pre-approved out-of-county travel (excluding travel from home

offices located outside of Polk County to the Polk County line).

3.2.4 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the County upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the Polk County Roads & Drainage Division offices upon demand, termination of the Agreement, or the conclusion of the project, whichever occurs first.

3.2.5 Consultant shall maintain a current inventory of all such assets.

4.0 **Insurance**

4.1 General Provisions

4.1.1 Consultant shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below and provide the County with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the County to evidence such coverage before any work commences.

4.1.2 The County shall be named as an additional insured on all Consultant policies related to the project, excluding professional liability and worker's compensation. The Commercial General Liability and Worker's Compensation Liability policies shall contain a waiver of subrogation in favor of Polk County. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.

4.1.3 The Consultant's self-insured retention or deductible per line of coverage shall not exceed $25,000.00 without the permission of the County.

4.1.4 If there is any failure by the Consultant to comply with the provisions of this section, the County may, at its option, on notice to the Consultant, suspend the work for cause until there is full compliance.

4.1.5 County may, at its sole discretion, purchase such insurance at Consultant's expense provided that the County shall have no obligation to do so and if the County shall do so, it shall not relieve Consultant of its obligation to obtain insurance.

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4.1.6 The Consultant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

4.1.7 All Consultants' subconsultants shall be required to include County and Consultant as additional insured on their General Liability Insurance policies.

4.1.8 In the event that subconsultants used by the Consultant do not have insurance, or do not meet the insurance limits, Consultant shall indemnify and hold harmless the County for any claim in excess of the subconsultants' insurance coverage.

4.1.9 The Consultant shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the County.

4.2 Comprehensive Automobile Liability Insurance. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

4.3 Commercial General Liability. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

4.3.1 Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

4.3.2 Independent Contractors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

4.4 Umbrella (Excess) Liability Insurance. Umbrella Liability with limits of not less than $1,000,000.00, exclusive of defense costs, to be in excess of all other coverages. Such coverage shall be at least as broad as the primary coverages above, with any excess umbrella layers written on a

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strict following form basis over the primary coverage. All such policies shall be endorsed to provide defense coverage obligations.

4.5 Professional Liability Insurance. $2,000,000.00 for design errors and omissions, inclusive of defense costs. Consultant shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the County Director of Risk Management and Insurance. The County may require the Consultant to provide a higher level of coverage for a specific project and time frame.

4.6 Performance, Payment and Other Bonds. Consultant shall furnish Performance and Payment Bonds specific to each project if required and agreed to under the CSA or CPO for the project.

4.7 Worker's Compensation. The Consultant shall provide, pay for, and maintain worker's compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

5.0 **Standard of Care**

5.1 Consultant has represented to the County that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

5.2 Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

5.3 Consultant shall, at no additional cost to County, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

5.4 The Consultant warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

6.0 **Indemnification**

6.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, County and

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Consultant agree to allocate such liabilities in accordance with this Section.

6.2 Indemnification.

6.2.1 Consultant, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Consultant to comply with applicable laws, rules or regulations, (ii) the breach by Consultant of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Consultant's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant, its professional associates, its subcontractors, agents, and employees provided, however, that Consultant shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

6.2.2 County review, comment and observation of the Consultant's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

6.2.3 Consultant agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subconsultants and their employees, and/or for Consultant's performance of this Agreement and its work product(s).

6.3 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Agreement shall survive as if the Agreement were in full force and effect.

7.0 **Independent Contractor**

7.1 Consultant undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

7.2 County shall have no right to supervise the methods used, but County shall have the right to observe such performance.

7.3 Consultant shall work closely with County in performing Services under this Agreement.

7.4 The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the County in any manner.

7.5 Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

8.0 **Authority to Practice**

8.1 The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

9.0 **Public Records Law**

(a) The Consultant acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Consultant further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Consultant shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Contractor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public

records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET

10.0 **Compliance with Laws**

10.1 In performance of the Services, Consultant shall comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards, including those now in effect and hereafter adopted.

11.0 **Subcontracting**

11.1 The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

11.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subcontractor by the County. Failure of a Subcontactor to timely or properly perform its obligations shall not relieve Consultant of its obligations hereunder.

12.0 **Federal and State Taxes**

12.1 The County is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the County will provide an exemption certificate to Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the County, nor shall the Consultant be authorized to use the County's Tax Exemption Number in securing such materials.

13.0 **Public Entity Crimes**

13.1 The Consultant understands and acknowledges that this Agreement with the County will be voidable by the County, in the event the conditions under Section 287.133, Florida Statutes applies to the Consultant, relating to conviction for a public entity crime.

14.0 **County's Responsibilities**

14.1 County shall be responsible for providing access to all County project sites, and providing information in the County's possession that may reasonably be required by Consultant, including; existing reports, studies, financial information, and other required data that are available in the files of the County.

15.0 **Termination of Agreement**

15.1 This Agreement may be terminated by the Consultant upon thirty (30) days prior written notice to the County in the event of substantial failure by the County to perform in accordance with the terms of the Agreement through no fault of the Consultant.

15.2 This Agreement may be terminated by the County with or without cause immediately upon written notice to the Consultant.

15.3 Unless the Consultant is in breach of this Agreement, the Consultant shall be paid for services rendered to the County's satisfaction through the date of termination.

15.4 After receipt of a Termination Notice, as described in this Article 15.0, and except as otherwise directed by the County, the Consultant shall:

15.4.1 Stop work on the date and to the extent specified.

15.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

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15.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the County.

15.4.4 Continue and complete all parts of the work that have not been terminated.

16.0 **Uncontrollable Forces (Force Majeure)**

16.1 Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

17.0 **Governing Law and Venue**

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17.1 This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or the United States District Court, Middle District of Florida located in Hillsborough County, Florida. Each party shall be responsible for its own attorneys' fee and other legal costs and expenses.

18.0 **Non-Discrimination**

18.1 The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

19.0 **Waiver**

19.1 A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

20.0 **Severability**

20.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

20.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

20.3 The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

20.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

21.0 **Entirety of Agreement**

21.1 The County and the Consultant agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated

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herein.

21.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the County and Consultant pertaining to the Services, whether written or oral.

21.3 None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

22.0 **Modification**

22.1 This Agreement may not be modified unless such modifications are evidenced in writing signed by both County and Consultant. Such modifications shall be in the form of a written Amendment executed by both parties.

23.0 **Successors and Assigns**

23.1 County and Consultant each binds itself and its partners, successors, permitted assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, permitted assigns, and legal representatives of such other party.

23.2 Consultant shall not assign this Agreement without the express written approval of the County by executed amendment, which approval may be withheld in the County's sole discretion.

23.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this agreement and such substitution shall be affirmed by the County by executed amendment.

24.0 **Contingent Fees**

24.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

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25.0 **Truth-In-Negotiation Certificate**

25.1 Execution of this Agreement by the Consultant shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the Effective Date of this Agreement.

25.2 The said rates and costs shall be adjusted to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The County shall exercise its rights under this "Certificate" within one (1) year following payment.

26.0 **Ownership of Documents**

26.1 Consultant shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the County for its use and/or distribution as may be deemed appropriate by the County. Consultant is not liable for any damages, injury or costs associated with the County's use or distribution of these documents for purposes other than those originally intended by Consultant.

27.0 **Access and Audits**

27.1 Consultant shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the Consultant's place of business.

27.2 Misrepresentations of billable time or reimbursable expenses as determined by the Auditor to the Polk County Board of County Commissioners shall result in the recovery of any resulting overpayments. The County's cost of recovery shall be the sole expense of the Consultant, including accounting and legal fees, court costs and administrative expenses.

27.3 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

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27.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

28.0 **Notice**

28.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to County: Roads & Drainage
P.O. Box 9005
Bartow, FL 33830
Attention: Director

As to Consultant:

28.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

28.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and County.

29.0 **Service of Process**

As to County: County Attorney
County Administration Building
330 W. Church Street, 4th Floor
Bartow, Florida 33830

As to Consultant:

30.0 **Contract Administration**

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30.1 Services of Consultant shall be under the general direction of the Roads and Drainage Division Director, or their successor, who shall act as the County's representative during the term of this Agreement.

31.0 **Key Personnel**

31.1 Consultant shall notify County in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to changes. Consultant at County's request shall remove without consequence to the County any Subcontractor or employee of the Consultant and replace him/her with another employee having the required skill and experience. County has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Name: _____

Name: _____

32.0. **Annual Appropriations**

32.1 Consultant acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation.

33.0 **Liquidated Damages**

33.1 The parties hereto agree that liquidated damages, in the amount specified in the applicable CSA/CPO, will be assessed against the Consultant for Consultant's failure to meet the final deliverable date in the Performance Schedule in the Scope of Work, but only to the extent and in proportion to Consultant's fault in causing the delay as compared to other causes, and to the extent the Consultant is not delayed by reasons beyond Consultant's reasonable control.

34.0 Employment Eligibility Verification (E-VERIFY)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, contractors and subcontractors shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. 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. 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 the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

35.0 Limitation of Liability.

IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE CONSULTANT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

36.0 Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

(i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid,

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proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000).

37. No Construction Against Drafter

37.1 The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

38. Unauthorized Alien(s)

The Consultant shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C.

1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Consultant shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY M. BUTTERFIELD

By:_____
Deputy Clerk

Polk County, a political subdivision
of the State of Florida

By:_____
George Lindsey, Chairman
Board of County Commissioners
Or (Delete whichever does not apply)
William D. Beasley, County Manager

Date Signed by County:_____

Review as to form and legal sufficiency

_____
County Attorney's Office Date

ATTEST:

By:_____
Corporate Secretary

_____
[Print Name]

DATE:_____

SEAL

COMPANY Name
a _____ _____

By:_____

_____
[Print Name]

_____
[Title]

DATE:_____

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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 _____

DRAFT

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization this _____(Date) by _____ (Name of acknowledging partner or agent) on behalf of _____a partnership. He/She personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced_____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date) __

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

DRAFT

May 18, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2
RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Proposals submitted and shortlisted along with the evaluation criteria for the last solicitation (RFP 18-305) added to the County's FTP Site.

To receive a copy of the Proposals submitted and shortlisted and evaluation criteria for RFP 18-305, please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation.* After you have logged in to the FTP site, double click on the file folder "**RFP 23-328 Professional Geotechnical Services and Construction Material Testing and Inspection.zip**", select "Open" or "Save As" to download the Proposals submitted and shortlisted and evaluation criteria for RFP 18-305. If you need assistance accessing this website due to ADA or any other reason, please email Michael Guerrero at michaelguerrero@polk-county.net.

Michael Guerrero
Sr. Procurement Analyst
Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature:_____

Printed Name:_____

Title:_____

Company:_____

ADDENDUM #2

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

Question 1: We are looking to acquire copies of all winning proposals (and evaluation metrics if possible) related to RFP 18-305 Professional Geotech Services & Construction Materials Testing. If there was a shortlist of firms before the final award announcement, we would appreciate those proposals as well.

Answer: Proposals submitted and shortlisted along with the evaluation criteria has been added to the County's FTP Site. The evaluation criteria and the Proposers response to the criteria can be found in the Proposer's response.

To receive a copy of the Proposals submitted and shortlisted and evaluation criteria for RFP 18-305, please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation.* After you have logged in to the FTP site, double click on the file folder "**RFP 23-328 Professional Geotechnical Services and Construction Material Testing and Inspection**.**zip**", select "Open" or "Save As" to download the Proposals submitted and shortlisted and evaluation criteria for RFP 18-305. If you need assistance accessing this website due to ADA or any other reason, please email Michael Guerrero at michaelguerrero@polk-county.net.

June 1, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #3
RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Question asked and answered.

The bid due date is extended to Wednesday June 14, 2023. All Proposals must be received prior to 2:00 p.m.

Michael Guerrero
Sr. Procurement Analyst
Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature:_____

Printed Name:_____

Title:_____

Company:_____

ADDENDUM #3

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

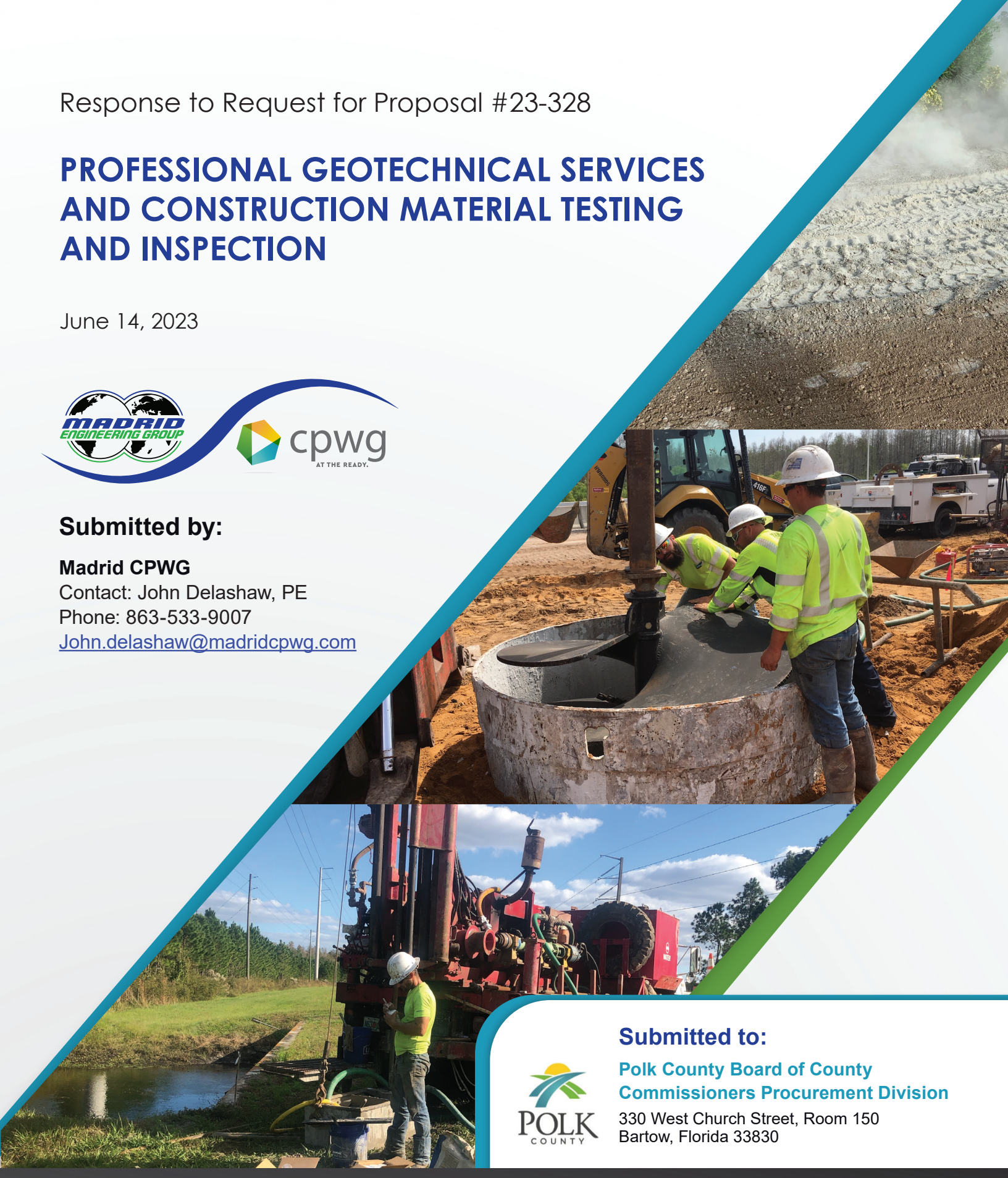
Question 1: We are requesting a one-week extension to this particular request for proposal submittal date (from 2:00 p.m., Wednesday, June 7, 2023, to 2:00 p.m., Wednesday, June 14, 2023). Please let us know if this is something the county is willing to provide.

Answer: Yes. The bid due date is extended to Wednesday June 14, 2023. All Proposals must be received prior to 2:00 p.m.

Response to Request for Proposal #23-328

PROFESSIONAL GEOTECHNICAL SERVICES AND CONSTRUCTION MATERIAL TESTING AND INSPECTION

June 14, 2023



Submitted by:

Madrid CPWG
Contact: John Delashaw, PE
Phone: 863-533-9007
John.delashaw@madridcpwg.com

Submitted to:

Polk County Board of County Commissioners Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830

AT THE READY.

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TAB 1

Executive Summary

EXECUTIVE SUMMARY

June 14, 2023

Polk County Procurement Division

330 West Church Street, Room 150

Bartow, Florida 33830

RE: Executive Summary (Tab 1)

Request For Proposal 23-328

Professional Geotechnical Services and Construction Material Testing and Inspection

Dear Evaluation Committee Members,

Madrid Engineering Group d/b/a Madrid CPWG (Madrid), an award winning, local (Bartow-based), geotechnical & CMT/CEI specialty engineering consultant, is enthusiastic about the opportunity to propose for RFP No. 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection. Our extremely well qualified staff has a long and successful history providing these services to numerous public sector clients throughout Florida (Polk County, City of Bartow, City of Lakeland, City of Plant City, City of Haines City, Orange County Public Schools, etc., etc.) with special emphasis on Polk County. Our company started as Madrid Engineering Group over 30 years ago and we've been in Polk County since Year Two. Our corporate office is located at 2030 State Road 60 East, in Bartow, Florida, 33830 and we so happen to specialize in these specific services that we offer to our fine County.

As you read through our proposal, you will find that we meet and exceed expectations and requirements for every scoring factor you have in this RFP. Our staff has completed over 10,000 projects throughout Florida, but principally in Polk County. More specifically, we have previously worked on numerous Polk County projects (several directly under our current and recent contracts with Polk County and others as a subcontractor to other engineering firms under their contracts with the County). Most of our projects in Polk County have included investigating soil conditions and providing foundation and site development recommendations along with construction recommendations and associated testing and inspection services. We were founded as a specialty Geotechnical Engineering company, which remains our primary area of expertise, but our company has grown right along with Polk County as we have significantly expanded our capabilities over the past decade to offer Structural Engineering, Environmental Services and Construction Materials Testing and Inspection Services, and have more recently as Madrid CPWG added other engineering services.

Some recent projects where Madrid provided geotechnical engineering services for the County include Johnson Avenue emergency sinkhole response and remediation efforts as well as a subsidence investigation at Power Line Road, geotechnical and materials testing services for CRUSA water distribution facility, geotechnical and materials testing services for multiple fire rescue stations, sheriff's facilities and roads and drainage facility expansions, pavement evaluations for various parking lots and roadways, bridge and retaining wall foundations, and multiple projects at the North-Central Landfill, among others. Details for some of these projects are included later in this RFP with their representative evaluations.

Madrid Engineering Group, Inc. is an innovative, energetic, responsive, knowledgeable, local firm with deep resources. We employ just under 50 full-time staff out of our headquarters in Bartow, we have in-house certified soils and materials laboratories and have our own drilling (SPT)/coring/CPT rigs as well as both a barge and pontoon boat for working on water. You will find us listed as a specialty subconsultant to numerous other larger civil firms that may also work for Polk County on other contracts; however, if you have a need for our specialty services alone as a result of the tremendous current growth and future potential that Polk County has, you can work directly with us as we have been doing for many years. We believe that we have been providing excellent service on your projects (as shown on the attached surveys included herein) and we will continue to do so! We look forward to working with you to solve infrastructure and engineering problems – the more difficult, the more rewarding the outcome – and to carefully monitor the construction methods, materials, and personnel to assure conformance to the design.

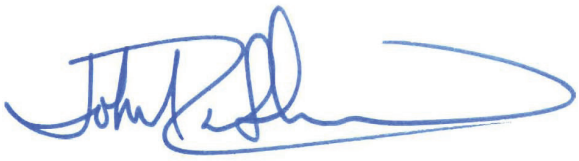
EXECUTIVE SUMMARY

To specifically address Tab 1 Executive Summary from the RFP document:

a) Madrid Engineering Group, Inc., 2030 State Road 60 East, Bartow, FL 33830.
b) Primary Contact Person for this RFP: John E. Delashaw, P.E. (Contract Manager), 863-533-9007, John.Delashaw@madridcpwg.com
c) 32 years in business
d) Currently 47 full time employees at our Bartow facility (40 additional staff at our Tampa facility)
e) See attached documentation regarding incorporation.
f) See attached documentation regarding applicable certifications.

Sincerely,

Madrid Engineering Group, Inc.



John Delashaw, PE

Principal, Madrid Engineering Group

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 23-328, PROFESSIONAL GEOTECHNICAL SERVICES and CONSTRUCTION MATERIAL TESTING and INSPECTION

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Madrid Engineering Group

Signature: _____

Title: Principal

Date: May 31, 2023

State of: Florida

County of: Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 31st day of May, 2023, by John Delashaw (*name*) as Principal (*title of officer*) of Madrid Engineering (*entity name*), on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Krystal Baker

Printed Name of Notary Public: Krystal Baker

Notary Commission Number and Expiration: GG 973932

(AFFIX NOTARY SEAL)

NOTARY PUBLIC STATE OF FLORIDA

KRYSTAL BAKER
Commission # GG 973932
Expires April 7, 2024
Bonded Thru Budget Notary Services

May 18, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2
RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Proposals submitted and shortlisted along with the evaluation criteria for the last solicitation (RFP 18-305) added to the County's FTP Site.

To receive a copy of the Proposals submitted and shortlisted and evaluation criteria for RFP 18-305, please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation.* After you have logged in to the FTP site, double click on the file folder "**RFP 23-328 Professional Geotechnical Services and Construction Material Testing and Inspection.zip**", select "Open" or "Save As" to download the Proposals submitted and shortlisted and evaluation criteria for RFP 18-305. If you need assistance accessing this website due to ADA or any other reason, please email Michael Guerrero at michaelguerrero@polk-county.net.

Michael Guerrero
Sr. Procurement Analyst
Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature:

Printed Name: John Delashaw

Title: Principal

Company: Madrid Engineering Group, Inc dba Madrid CPWG

May 10, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1
RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Correction to Contractual Matters reference on page 20 of the RFP document.

Michael Guerrero
Sr. Procurement Analyst
Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature:

Printed Name: John Delashaw

Title: Vice Principal

Company: Madrid Engineering Group

June 1, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #3
RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Question asked and answered.

The bid due date is extended to Wednesday June 14, 2023. All Proposals must be received prior to 2:00 p.m.

Michael Guerrero
Sr. Procurement Analyst
Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature: _____

Printed Name: John Delashaw

Title: Principal

Company: Madrid Engineering Group, Inc dba Madrid CPWG

State of Florida
Department of State

I certify from the records of this office that MADRID ENGINEERING GROUP, INC. is a corporation organized under the laws of the State of Florida, filed on December 23, 1992.

The document number of this corporation is P92000014732.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 10, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Seventh day of March, 2022

Secretary of State

Tracking Number: 2411288610CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Ron DeSantis, Governor

Melanie S. Griffin,Secretary

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

DELASHAW, JOHN EDWARD

2030 STATE ROAD 60 EAST
BARTOW FL 33830

LICENSE NUMBER: PE48154

EXPIRATION DATE: FEBRUARY 28, 2025

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Ron DeSantis, Governor

Melanie S. Griffin,Secretary

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

PASSE, PAUL D

2030 SR 60 E
BARTOW FL 33830

LICENSE NUMBER: PE34750

EXPIRATION DATE: FEBRUARY 28, 2025

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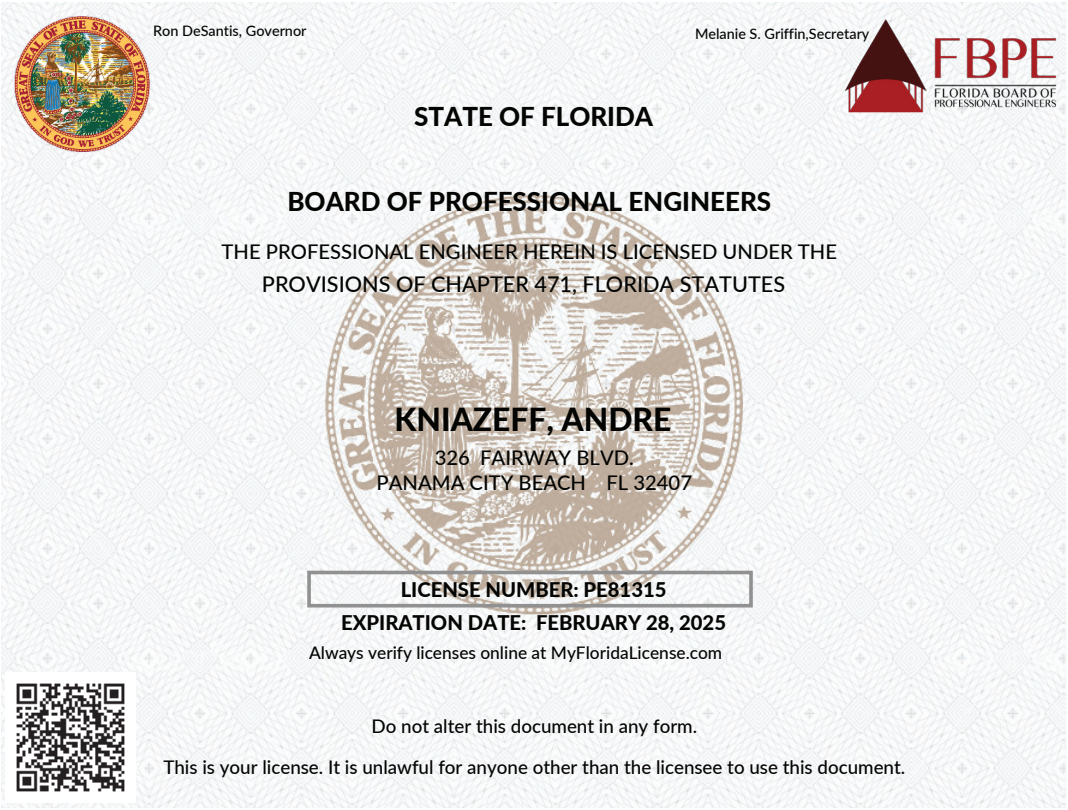

Ron DeSantis, Governor

Melanie S. Griffin,Secretary

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

KNIAZEFF, ANDRE

326 FAIRWAY BLVD.
PANAMA CITY BEACH FL 32407

LICENSE NUMBER: PE81315

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Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL GEOLOGISTS

THE PROFESSIONAL GEOLOGIST HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 492, FLORIDA STATUTES

GRAVES, MICHAEL ALLEN

AMERICAN COMPLIANCE TECH INC
AMERICAN COMPLIANCE TECHNOLOGI
1875 WEST MAIN STREET
BARTOW FL 33830

LICENSE NUMBER: PG51

EXPIRATION DATE: JULY 31, 2022

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TAB 2

Approach to the Project

APPROACH TO THE PROJECT

Madrid's experience over the past 30 years of Polk County's diverse growth provides the basis for a deep understanding of the County's needs, the ability to work with County staff, and ability to "hit the ground running" on any assignment. Madrid's structure is such that we have a Contract Manager, a Principal-In-Charge, a QA/QC Manager and Service Area Leads for the primary service areas to be supported by this Contract as detailed herein. It is possible that a firm principal or Contract Manager may serve more than one role depending on the complexity of a particular assignment. It is important to note that our repeated awards for being one of Florida's "Best Places to Work" has enabled us to retain key staff for many years which provides confidence that key team members will be maintained for the duration of the Contract.

Our project approach is designed to first gain an understanding of the overall objectives and potential obstacles of an assignment; then to provide the staff and equipment necessary to investigate and gather engineering data; and finally, to design and effectively communicate the appropriate solution(s) in a cost-effective manner. Once we have clearly identified the objective(s) for each project, including scope, costs, deliverables and deadlines, we will work with the County to define a preferred method of communication, either by face-to-face meetings, phone calls, emails, online meetings, or a combination thereof. Our Contract Manager will serve as the single point of communication at Madrid related to Contract responsibilities and requirements. For each particular Task Assignment, we also assign a single point of contact for that project, typically the Project Manager, to facilitate seamless interaction between County and Madrid staff. We also encourage open communication where, if necessary, County staff may elect to contact key Madrid staff, whether more or less senior than the primary contact person, for a particular assignment to make sure that each project progresses in a timely manner.

The foundation for Madrid's strength is the reliability of our team with respect to quality, value engineering, in-house services and professionalism from start to finish. Value engineering means that we will identify multiple solutions for each project, and evaluate the pros and cons for each solution, and recommend the highest value solution to the County. We can do this because of our broad understanding of alternative geotechnical methods and past implementation of innovative solutions that are available to our geotechnical engineers, such as mechanically stabilized soils and embankments, soil improvement methods such as cementitious or chemical grouting, deep dynamic compaction, use of lightweight substitutes for soil (Geofoam), geogrids and geotextiles, erosion control products, etc. For some projects, construction management, materials testing, and/or construction engineering inspection (CEI) services are required, and our fully certified in-house staff is highly experienced in each of these areas. Our project approach requires working with the Contractor(s) as an extension of the County's staff and as their representative to provide timely services and solve problems in the field, and ensure projects are delivered on time, on budget and with all QA/QC requirements met. Effective communication and insistence on quality are key elements to delivering successful projects, as explained further below.

GEOTECHNICAL ENGINEERING: Madrid is a full-service geotechnical engineering firm. Madrid will complete any and all geotechnical engineering requests for the scope items envisioned under this RFP. John Delashaw, PE will serve as Madrid's overall Contract Manager but also as an important technical resource for all geotechnical assignments. Andre Kniazeffl, PE is the Geotechnical Services Area Lead and as task assignments are received Mr. Kniazeff will either serve as or assign a Project Manager (PM) for each assignment, based on the challenges of the job versus the experience, technical capabilities and availability of the various PM's. Our project managers include professional engineers and geologists, all licensed in the State of Florida. Although each assignment will have a specific PM readily available to communicate with task personnel, County staff are encouraged to communicate

directly with Mr. Delashaw if a single point of contact is preferred. Madrid's management structure as described above ensures the accessibility to key personnel, which results in speed, efficiency, and seamless transitions between project milestones.

Madrid has the personnel, equipment, expertise, location and internal quality control procedures to ensure all of the services listed in RFP 23-328 are met with the reporting and recommendations required for the completion of a successful project. Our office, field and laboratory personnel are licensed and certified as appropriate; this along with their added multiple years of experience and "can-do" attitude provides the necessary components for a successful project. Madrid's personnel have gained extensive experience evaluating subsurface site conditions and reliably quantifying soil and rock behavior particular to the Polk County geographic area, including expertise in dealing with mined lands, wetlands, organic deposits, sandy soils, and sinkholes. We are experienced in designing and implementing a wide range of field investigation programs from roads, bridges, utilities, buildings and other infrastructure projects. Madrid has an internal project scheduling and task management methodology that allows the PM to break down projects into small tasks and assign specific schedules and budgets to the employee completing that task. This allows the employee the ability to ensure their particular task is completed within the specified budget and schedule which helps keep the overall project on track as well.

CONSTRUCTION MATERIALS TESTING (CMT) AND INSPECTION: Madrid will provide ACI-, CTQP-, and CMEC-certified, and FDOT-approved Construction Inspection personnel and materials testing services for asphalt, aggregates, concrete, soils, deep foundations, and geotextiles. Similar to the structure for geotechnical assignments, Jason McSwain is the Construction Services Area Lead and as task assignments are received Mr. McSwain will either serve as or assign a Project Manager (PM) for each assignment, based on the challenges of the job versus the experience, technical capabilities and availability of the various PM's and technicians. Madrid employs unique solutions, including a specialized and versatile, truck-mounted, coring rig developed to quickly obtain asphalt or concrete paving core samples. Madrid's field and laboratory testing personnel submit all of their reports to a central location for QA/QC and also for checking against submitted timesheets to ensure that all of the project records are both correct and consistent across the various reports. This asset gives the County access to a department capable of delivering a complete set of construction materials testing and CEI services at a single point of contact. Madrid uses its own forms for the various services and testing we perform but, when required, Madrid staff are also used to using specific client required reporting forms if needed. Madrid's field and laboratory personnel are also experienced at working with, scheduling, coordinating testing programs, and communicating with commercial contractors and has working relationships with many of the local contractors. We can staff projects on an on-call basis, facilitating smaller jobs, as well as providing full-time inspectors, quality control managers, and senior projects engineers, for larger projects. Madrid understands that on-call inspection and testing services require prompt response times and flexibility to meet the demanding schedules of today's construction projects.

QUALITY ASSURANCE / QUALITY CONTROL (QA/QC): We understand that Quality Control is very important to our clients. The Chief Executive Officer of Madrid, Mr. Steve Tarte, will be in responsible charge of Quality Assurance/Quality Control. Our QA/QC process begins with developing a clear understanding of the scope of work, client expectations, and required level of effort. QA/QC must be performed throughout the project and when performed effectively, early, and continually throughout a project it results in good decisions being made at the right time with an overall increase in efficiency, quality, and client satisfaction. When necessary by specific project requirements, we also adhere to project specific Quality Control Plans as provided by various clients and/or developed by Madrid.

APPROACH TO THE PROJECT

Quality Assurance Processes: Madrid takes great pride in the efforts taken in order to ensure the quality of all of the professional services that we provide. We provide broad-based internal awareness training for all staff working on our diverse project types so that, no matter what their role, our staff understand the various aspects, goals, and work efforts that are required to produce these important services to our clients. Because we work for several different client types, including directly for attorneys (we do many forensic investigations and regularly provide expert testimony), we have a very well-rounded understanding of the information that is required and how the information is used after we issue our reports. Since the founding of our firm, Madrid has strictly adhered to quality principles that govern how we obtain materials and test them in our laboratories, but through our experience gained over the years, we have instituted a very strong quality assurance review process to assure that our reports (the final work product) were not only technically correct but have the highest quality.

INNOVATIVE APPROACHES: We believe that Madrid is one of the most innovative geotechnical companies in Florida. Innovation is a core competency of our company, in part due to our philosophy of "Appropriate Design" (meaning that geotechnical design services should be tailored to the project needs and be appropriate to the budget available while remaining technically sound). In order to accomplish this, we require our engineers to be knowledgeable of all major soil improvement methods. This includes innovative geotechnical solutions such as incorporating the use of geotextiles and geogrid reinforcement, use of wick drains, stone columns, vibro-flotation, CSV columns, helical anchors, excavation and replacement, lightweight fills, deep dynamic compaction, monitored surcharges, and other ground improvement methods. Two additional methods, chemical grouting and phosphocrete™, are means of chemical stabilization of soft/loose soils. Madrid is also the authorized technical resource for CONSOLID soil stabilization additive for the United States. CONSOLID, available for many years in other countries, involves mixing dry and wet components with soil and when compacted in place causes a chemical reaction that results in a very high increase in bearing value and nearly eliminates soil permeability. The improved hydrophobic soil makes a premium base material and can also be used as a running surface for unpaved roads. A few trial projects have been completed on Polk County roads.

Madrid developed Phosphocrete™, which is a proprietary chemical mix design invented by Larry Madrid. Phosphocrete™ promotes a rapid reduction in moisture content in very soft clays, thereby immediately stiffening them while also providing long-term pozzolanic reactions that increase cementation strength and reduces compressibility over time. This translates to a unique and cost effective approach for earthwork preparation. Another specialty Madrid offers is the design and construction inspection of lightweight fills including Geo-foam and permeable low density cellular concrete (PLDCC) as soil improvement methods. Geo-foam is a lightweight soil replacement material consisting of expanded polystyrene (EPS) blocks that weigh just 1 to 2 pounds per cubic foot (PCF) to replace soils that weigh between 100 - 120 PCF, thereby unloading the foundation soils. If the underlying, highly compressible soils are unloaded, they cannot and will not experience additional compression and consolidation. Madrid has employed both of these materials in multiple Polk County projects. Two notable and award-winning projects include using Geo-foam on the SR 37 sewer main project in Mulberry and using PLDCC for a segment of West Lake Eloise Drive in Winter Haven.

TAB 3

Experience, Expertise, Personnel and Technical Resources

MADRID ENGINEERING GROUP

cpwg
AT THE READY.

Assigned Personnel and Experience

Madrid has assembled a highly qualified, highly experienced team of professionals and technical support staff to provide the services required for this RFQ. Below we present a brief summary and ***role*** for the key staff selected for this project (those staff whose role is in ***blue text*** have resumes included herein). We also provide estimated base level allocation for this Continuing Services Contract but we also understand that these kinds of contracts will often have peaks and valleys of demand; our team and resources are set up such that we can accommodate the flexibility needed to apply sufficient resources during those peak periods as may be needed. We note that, particularly for field inspectors, often your needs may change quickly from 0 to 100% as projects arise and we recognize that there will be periods where 100% allocation of these staff will be required (please consider this when reviewing approximate allocation levels provided). We have the available resources to shift our numerous inspectors as needed to free up as needed for 100% allocation.

Senior Management Staff

Steve Tarte – Madrid Chief Executive Officer

Mr. Tarte has more than 20 years of managerial experience in the consulting engineering field and over a wide range of projects. He has developed and managed projects with municipal, state and federal agencies, as well as private corporations. As Madrid's Chief Executive Officer, Mr. Tarte will provide a ***Senior QA/QC*** role to this contract and provide recommendations and work product support as needed throughout the contract duration. Mr. Tarte has managed projects and personnel in over fifteen states with public agencies such as The Army Corps of Engineers Districts (St. Paul, St. Louis, Rock Island, Vicksburg, New Orleans, Jacksonville, and the Waterways Experiment Station), the Fish and Wildlife Service, National Park Service and the US Geological Survey. Clients in state agencies include the Florida Department of Environmental Protection, the South Florida Water Management District, the St. Johns River Water Management District, the Illinois Department of Transportation, the Chicago Metropolitan Reclamation District, the Florida Department of Transportation and the State Engineers Office of New Mexico. Municipal agencies include The City of Tallahassee, St. Pete Beach, Orlando and Maitland, Hillsborough, Orange, Seminole, Leon and Lake Counties. Mr. Tarte has also participated in numerous Value Engineering exercises. Mr. Tarte would be able to devote about 15% of his time to the needs of Polk County.

John Delashaw, PE – Principal Engineer

Mr. Delashaw currently serves as a Principal of the firm, overseeing the four GeoSciences Divisions (Geo-Engineering, CMT/CEI, Drilling and Forensics) that operate out of the Bartow and is the project principal and/or technical lead for many geotechnical projects performed by Madrid. Mr. Delashaw will be the overall ***Contract Manager*** and ***Lead Technical Advisor*** for geotechnical projects as well as for CMT services as needed throughout this contract. His primary experience includes project management and technical direction of geotechnical engineering projects, geotechnical field investigations, and analyses for numerous public and private sector clients. He is responsible for staffing and resource management and reviewing engineering evaluations for geotechnical investigations, including subsidence investigations. He has provided expert witness testimony on forensic projects as needed and has been in responsible charge of numerous soil stabilization projects. Much of his over 33 years of geotechnical engineering experience has been gained from working on projects in the areas of: dam design and evaluation; shallow and deep foundation systems; earthworks and site development; soil improvement techniques; sinkhole investigations, evaluation and stabilization; roadway soil surveys; pavement design; and various pipeline projects, including the use of trenchless construction technologies. Other project experience includes management of Quality Assurance/Quality Control activities, resolution of construction issues associated with geotechnical-related challenges, civil and stormwater design, and surface water hydrology. Predominant project experience includes projects throughout the state of Florida but he has worked on projects in Guam, Puerto Rico, Hawaii, California, Utah, and Mississippi. Mr. Delashaw would be able to devote 20% of his time to the needs of Polk County.

Geotechnical Services Staff

Andre Kniazeff, PE – Chief Geotechnical Engineer

Mr. Kniazeff's primary experience includes project management and technical direction of geotechnical engineering projects, geotechnical field investigations, materials testing, and environmental projects for numerous public and private sector clients. Mr. Kniazeff will serve as ***Geotechnical Service Area Lead*** for this contract. Much of his geotechnical engineering experience was gained from planning and coordinating subsurface explorations and laboratory testing programs, deep and shallow foundation system design, roadway design recommendations, earthwork projects and sinkhole investigations. Mr. Kniazeff excels at maintaining project budgets, timelines, overseeing project managers and field crews and client communications. Additional project experience includes soil improvement techniques, design of retaining walls including MSE walls, pipelines, new commercial, residential and industrial projects, stormwater pond recommendations and monitoring well installations. Project experience includes projects throughout Florida. Mr. Kniazeff would be able to devote 35% of his time to the needs of Polk County.

Paul Passe, PE – Senior Geotechnical Engineer

Mr. Passe has 40 years of experience working on roadway and bridge projects with the Florida Department of Transportation. He currently serves as the Senior Geotechnical Engineer/Project Manager for transportation projects at Madrid. Mr. Passe will serve as a ***Geotechnical Project Manager*** for this contract, primarily to support transportation-based projects. He has extensive experience and knowledge of FDOT Specifications and guidelines and spent 13 years of his career working directly for the FDOT; four years as District Geotechnical Engineer for District 5, and another eight years as the State Geotechnical Engineer, acting as Senior Reviewer and troubleshooter for projects statewide as well as providing guidance and leadership for geotechnical policy and procedures for the FDOT. He has served as the Geotechnical Engineer of Record (EOR) on prominent projects throughout the State and his experience encompasses all aspects in the field of geotechnical engineering. Mr. Passe's specific areas of expertise include soils analysis, shallow and deep foundation design, MSE wall design, lateral capacity analysis, roadway design, slope stability analysis, settlement and consolidation analysis, Rock Quality Designation (RQD) and Design Side Shear Resistance of Limestone. Mr. Passe would be able to devote 25% of his time to the needs of Polk County.

Melkin Fructuoso, Meng., MCs., EI – Geotechnical Engineer

Melkin Fructuoso currently has 15 years of experience in the field of geotechnical engineering. Mr. Fructuoso will serve as a ***Project Engineer*** and Project Manager as needed for this contract. Much of his geotechnical engineering experience has been gained from working on projects in the areas of: shallow and deep foundation systems, earthworks and site development, soil improvement techniques, specialty soil sampling and testing, and sinkhole evaluation and remediation. Mr. Fructuoso is currently pursuing his PhD in Geotechnical Engineering from the University of Central Florida and is also an adjunct professor of geotechnical engineering for the Autonomous University of Santa Domingo. Mr. Fructuoso would be able to devote 50% of his time to the needs of Polk County.

Brett Arenas – Drilling Services Manager

During his 37-year career, Mr. Arenas has worked on many challenging geotechnical drilling projects throughout the country as well as in the state of Florida. Mr. Arenas will serve as ***Geotechnical Field Operations Manager*** for this contract. Mr. Arenas currently serves as the Madrid CPWG Drilling department head and leads most of the company's drilling projects. Much of his geotechnical and environmental drilling experience comes from performing geotechnical field investigation and testing for site development, evaluation, stabilization, roadway, bridges, and other infrastructure projects, as well as environmental impact studies for plume delineation and contaminant cleanup through the installation of water wells and exploratory borings. Mr. Arenas has worked on FDOT and other agency projects throughout Florida, drilling from barges, through bridge decks and difficult access projects. Brett Arenas has established an important role with Madrid Engineering because of his experience in the geotechnical industry and, by sharing his knowledge, has trained our drillers so that Madrid can continue to offer superior quality of field testing that has been given to our clients throughout the years. Mr. Arenas would be able to devote 20% of his time to the needs of Polk County.

Michael Graves, PG, CPG – Senior Geologist / Senior Project Manager

Much of Mr. Graves's 40-year work experience includes completing hydrogeologic assessments throughout the State of Florida, preparing and implementing Ground Water Monitoring Programs, and environmental audits, working on projects in the areas of petroleum-related ground water quality assessments and remediation projects, hazardous and non-hazardous waste management, environmental site assessments, geophysical studies and mineral exploration/economic geology. He will serve as the ***Environmental Services Area Lead*** for Madrid if needed.

Construction Material Testing & Inspection Services Staff

Jason McSwain – Construction Services / CEI Manager – Senior Project Manager

Mr. McSwain has 16 years of experience with Madrid and has managed a myriad of both geotechnical engineering projects and construction inspection and testing projects throughout his years with Madrid. Mr. McSwain will serve as ***Construction Material Testing and Inspection Service Area Lead*** and provide technical direction for Construction Services assignments under this contract. He supervises staff and evaluates budgets and proposals for testing and inspection work for FDOT, other government clients, and private enterprise; and has worked directly with Polk County staff for many years. In addition to materials (asphalt, concrete, soil, limerock, etc.) testing and evaluation, he works with our engineering staff for pile driving inspection and drilled shaft inspection services. He also maintains extensive experience in plans preparation, field and laboratory testing assignments, soil boring characterizations, contract management, resource allocation and a significant variety of computer software including Computer Aided Design (CAD) programs. His duties also include marketing and business development as well as project management for FDOT contracts. His staff of well-certified and highly experienced inspectors and technicians are well-trained in monitoring construction activities of the contractor to assure compliance and construction quality standards. These inspectors and technicians are prequalified with the FDOT for various tasks (see supplemental table below). Mr. McSwain would be able to devote about 25% of his time to the needs of Polk County.

Lennon Jordan, PE – Chief Structural Engineer / Senior Project Manager

Mr. Jordan has extensive experience in the fields of civil and structural engineering, analysis and design, construction administration, and quality assurance. He will serve as ***Structural Service Area Lead*** and ***Threshold Inspector*** as needed for this contract. Mr. Jordan's primary experience includes project management, program management and technical direction of multi-disciplined engineering projects for numerous public and private sector clients. He is also a Certified Special Inspector (threshold inspector) and a Certified General Contractor (Contractor's license status inactive but he maintains current continuing education so that license can be activated at any time). Much of his significant engineering experience has been gained from directing civil engineering and planning projects that include transportation corridor studies, roadway design, bridge design, site design, structural design, park and recreation facilities, water resources, utility systems, landfills, and similar projects. Other project experience includes construction management, construction engineering and inspection (CEI), forensic investigations, eminent domain, construction claims, product liability, design errors and omissions, and others. Predominant project experience includes projects throughout the state of Florida but his work extends to South Korea, Puerto Rico, New Mexico, Montana, Louisiana, New Jersey, West Virginia, Virgin Islands, and other project locations. Mr. Jordan would be able to devote about 20% of his time to the needs of Polk County.

David Shin, EI – MAT Engineer Intern

Mr. Shin has been serving as an engineering intern at Madrid since early 2021 and will serve as an ***MAT Engineering Intern*** and Assistant Project Manager as needed for this contract. His primary areas of exposure/experience include project management assistance, geotechnical field investigations, and geotechnical engineering analysis. Through his education and professional experience, he has experience in numerous technical software such as AutoCAD and ArcGIS and is continuing to develop his skills in numerous specialty software including gINT and GeoStudio. Much of his geotechnical engineering experience has been gained from working on projects in the areas of shallow and deep foundation systems, earthworks and site development, roadway soils, pavement evaluations and soil improvement techniques. He also has experience with conducting technical research, writing technical reports, and soils lab testing. He assists Madrid CPWG's project managers with design/calculation support, proposals, and field/laboratory testing projects.

Andy Acosta – Lab Manager

Mr. Acosta has over 17 years of experience working in the DOT Construction Materials Testing industry. Andy has extensive laboratory testing and asphalt plant experience, and will serve as the ***Laboratory Manager*** and will assist with the CMT Services as needed for this contract. His responsibilities include managing day to day operations of the geotechnical soils laboratory and materials testing facility as well as serving as a Senior Inspector when those peak need periods arise. He currently serves as the Laboratory Manager for Madrid, as well as for Madrid's asphalt production facility inspection group. He has a thorough understanding of all County, FDOT, Turnpike, and FAA specifications and construction procedures and maintains a great working relationship with those agencies, as well as Central-Florida municipalities. Mr. Acosta would be able to devote about 20% of his time to the needs of Polk County.

Cecil Allred – Senior CEI Inspector / Roadway & Utility Installation Inspector

Mr. Allred has more than 13 years of experience with inspection and testing services for roadway and infrastructure projects; 9 of which has been with Madrid. He is a highly experienced roadway inspector and is second-to-none when it comes to earthwork or asphalt placement inspection operations. He has extensive experience on many Polk County projects, including the SR-37 Gravity Sewer installation project in 2017 and the CRUSA Water Production Facility in 2018. Additional projects in which Cecil provided inspection or verification technician services include: SR555 (US 17), Bartow; Southern Wine and Spirits Facility, Lakeland; SR 70, Arcadia; SR 45 (US41) Manatee County; Veterans Expressway, Hillsborough County; SR 35 (US 98), Lakeland; and the Suncoast Parkway, New Port Richey. He has also performed numerous FAA inspections and received his Airfield Pavement Inspection certification as provided by the Florida Department of Transportation Aviation Office. Mr. Allred would be able to devote about 20 to 30% of his time to the needs of Polk County.

Anthony Brown – Senior CEI Inspector / Senior Pavement Analyst

Mr. Brown has 9 years of experience working in the FDOT CEI industry since 2014 and specializes in multiple areas of construction inspection, including: asphalt plant inspection, earthwork, concrete, asphalt paving, drilled shaft inspection, and pile driving inspection. He maintains an exemplary understanding of FDOT specifications and construction procedures and has worked directly out of the District 1 Materials Office as a consultant. He has successfully completed numerous FDOT and County projects that included sampling, testing, and reporting. Mr. Brown also has extensive laboratory testing experience including aggregate, soils, and concrete. Mr. Brown would be able to devote about 20 to 30% of his time to the needs of Polk County.

EXPERIENCE, EXPERTISE, PERSONNEL AND TECHNICAL RESOURCES

Below is a matrix containing the FDOT CTQP certifications and qualifications of the Madrid CEI staff

MADRID CPWG

CTQP QUALIFICATION MATRIX

TECHNICIAN TRAINING IDENTIFICATION NUMBER (TIN)	YEARS EXPERIENCE	YEARS WITH MEG	LAB								FIELD																					
			AC AGGREGATE BASE TESTING TECHNICIAN	AO AGGREGATE TESTING TECHNICIAN I	AO AGGREGATE TESTING TECHNICIAN II	CTQP AGGREGATE BASE TESTING TECHNICIAN	CTQP LBR TECHNICIAN	CTQP CONCRETE LAB I	AO CONCRETE LAB TECHNICIAN I	AO CONCRETE STRENGTH TECHNICIAN	CTQP EARTHWORK CONSTRUCTION INSPECTOR I	CTQP EARTHWORK CONSTRUCTION INSPECTOR II	CTQP ASPHALT PLANT INSPECTOR I	CTQP ASPHALT PLANT INSPECTOR II	CTQP ASPHALT PAVING INSPECTOR I	CTQP ASPHALT PAVING INSPECTOR II	CTQP CONCRETE FIELD I	CTQP CONCRETE FIELD II	FDOT Concrete Field Inspector Specification	AO CONCRETE FIELD	AO CONCRETE TRANSPORTATION CONSTRUCTION INSPECTOR (CTCI)	DRILLED SHAFT INSPECTOR	PILE DRIVING INSPECTOR	QC Manager	Final Estimates I	Final Estimates II	MOT ADVANCE	QUALIFIED SAMPLER TECHNICIAN	Qualified Stormwater Management Inspector	IMSA Signal Inspector	IMSA Signal Technician I	Concrete Batch Plant Operator
ANDY ACOSTA A22301976	16	1	X				X			X			X	X	X	X															
ANTHONY BROWN B65001988	9	9									X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X	X	X
CHRIS BOYD B30010461	1	1											X	X																		
CECIL ALLRED A46311685	16	9									X	X			X	X	X		X	X				X	X	X	X					
BRIAN NEESON N25007070	24	12																														
DOUG JORDAN J63517690	9	9	X	X	X	X	X	X	X	X	X	X					X		X	X								X				
DOUG PARTINGTON P63516260	28	7	X	X		X	X				X	X	X		X	X	X		X	X							X	X				
EDGAR GONZALEZ G52420580	9	8									X	X			X	X	X			X		X	X	X	X	X	X		X			X
KAITLYN MEADE M30051392	2	1											X	X																		
LANCE CONLEY C54011287	1	1									X	X	X	X	X	X	X		X	X							X					
MIGUEL SANCHEZ S52254187	15	14	X				X													X							X					
MITCHELL BRUNER B65655686	4	4									X	X	X	X			X		X	X						X	X	X				
NOLAN CAVAN C15063687	4	4											X	X														X				
RANDALL RICHEY R20073784	10	1									X				X					X			X									
SONJA OWENS O52079265	7	1											X	X	X	X																
WILLIAM GIBSON G12593093	6	6	X	X		X	X	X	X	X	X	X			X	X	X		X	X							X	X				
VALETIN DEJESUS D22286099	6	6	X	X							X	X																				
TOTAL TECHNICIANS	17		6	4	1	3	5	2	2	3	10	9	9	8	9	8	8	1	7	10	1	2	3	3	4	4	9	3	2	1	1	2

Sub-Consultants

Madrid intends to provide nearly all services required under this Contract utilizing In-House resources. The lone exception we foresee would require the use of our subconsultant, **Geoview, Inc.** for geophysical testing support (ground penetrating radar, electrical resistivity surveys, etc.) for our geotechnical investigations on an as-need basis. We added GeoView, Inc. as a specialty subcontractor to this team because of their significant expertise and experience in this field along with the consideration of the long-standing relationship we have developed with them over the past two decades of working together. In 2002, ATI established a wholly owned subsidiary named GeoView, Inc. for the purpose of providing geophysical services. ATI is certified as a minority-owned business enterprise (MBE) by the State of Florida, a disadvantaged business enterprise (DBE) by the Florida Department of Transportation, and a small disadvantaged business (SDB) by US Small Business Administration. The staff of GeoView has more than a combined 60 years of experience providing geophysical surveying services throughout the USA and Caribbean Basin. GeoView provides services to the geological, geotechnical engineering, environmental, civil engineering, construction industries and to various government agencies. The GeoView staff are experts in the use of ground penetrating radar, seismic, electromagnetics, magnetometry, resistivity and electronic utility locating equipment. Senior GeoView personnel have served as consultants on court cases involving both sinkhole evaluations and ground penetrating radar studies. GeoView is extremely qualified and always responsive to our needs; more often than not, when we call upon them it is for support services when a very fast response time is needed and because of our long term working relationship this has not been a problem.

Please see the attached resumes and projects that demonstrate our capabilities

Organizational Chart

PRINCIPAL IN CHARGE - QA/QC
Steve Tarte

CONTRACT/PROGRAM MANAGER
John Delashaw, PE

CONSTRUCTION SERVICES
Jason McSwain – CMT /CEI Service Area Lead
David Shin - PM Support

GEOTECHNICAL ENGINEERING SERVICES
Andre Kniazeff, PE – Geotechnical Service Area Lead
Paul Passe, PE – PM Support

ENVIRONMENTAL SERVICES
Michael Graves, PG, CPG – Environmental Service Area Lead

CONSTRUCTION MATERIALS LABORATORY TESTING
Douglas Jordan – Senior Laboratory Technician

CMT/CEI FIELD SERVICES
Inspectors & Field Crews

GEOTECHNICAL LABORATORY TESTING
Andy Acosta

CADD/GIS TECHNICIANS

DRILLING SERVICES MANAGER
Brett Arenas

DRILLERS, HELPERS AND LOGGERS (FIELD TECHNICIANS)

ADMINISTRATIVE SERVICES
Niza Maul
Krystal Baker

STRUCTURAL ENGINEERING
Lennon Jordan, PE – Structural Service Area Lead

COMPANY SAFETY OFFICER / SAFETY SUPERINTENDENT
William Maul

SUBCONTRACTOR-GEOPHYSICAL AND ENVIRONMENTAL SUPPORT SERVICES
GeoView, Inc. (M/WBE) (Ambient Technologies, Inc.)
Mike Wightman, PG

Steve Tarte

Principal in Charge

Mr. Tarte has more than 30 years of experience providing services in the consulting engineering field. He has developed and managed projects with municipal, state and federal agencies and private corporations. Mr. Tarte has managed projects in over fifteen states with public agencies such as The Army Corps of Engineers Districts (St. Paul, St. Louis, Rock Island, Vicksburg, New Orleans, Jacksonville, and the Waterways Experiment Station), the Fish and Wildlife Service, National Park Service and the US Geological Survey. Clients in state agencies include the Florida Department of Environmental Protection, the South Florida Water Management District, the St. Johns River Water Management District, the Illinois Department of Transportation, the Chicago Metropolitan Reclamation District, and the State Engineers Office, New Mexico. Municipal agencies include The City of Tallahassee, St. Pete Beach, Orlando and Maitland, Hillsborough, Orange, Seminole, Leon and Lake Counties

Years of Experience

- 33 Years

Education

Economics University of Illinois

Professional Affiliations

- Florida Stormwater Association
- Florida Native Plant Society

Awards

US Army Corps of Engineers, St. Louis District, Meritorious Service Award for outstanding efforts during the Great Mississippi River Flood of 1993

Project Experience

City of St. Pete Beach Continuing . CPWG was contracted by the City of St Pete Beach to provide Engineer of Record services for the city. Mr. Tarte served as the Principal in Charge for all continuing projects in St. Pete Beach. Our team used their experience in local government planning and comprehensive planning to prepare or review the City's comprehensive plan amendments and Evaluation and Appraisal Reports. Other skills utilized under this contract included GIS and mapping services, transportation planning, utility planning, stormwater management, pavement management, construction management, and revitalization/redevelopment planning.

Pass-a-Grille Way Phase 1 Final. Mr. Tarte served as the Principal in Charge on this major stormwater project. He assisted in the administration and permitting of stormwater elements including new sewer pipes. Several improvements were made to the existing stormwater piping system which was enlarged and expanded. New inlets were installed, and baffle boxes with tide flow preventers were designed and installed to reduce the risk of flooding in the area.

Pass-a-Grille Way Preliminary Engineering Study. Mr. Tarte served as the Principal In Charge. CPWG Conducted a preliminary engineering study reconstruction plan evaluation for Pass-a-Grille Way between Cabrillo Avenue on the north end and 19th Avenue at the south end (approximately 5,200 linear feet). Measures were taken to look into the advantage of economies of scale by repairing all the infrastructure deficiencies at the same time while minimizing the disruption of residents and visitors to this area of the island. This included investigations of the existing stormwater system, existing wastewater lines, existing reclaimed water lines, existing potable water lines, additional geotechnical investigations, associated survey and management of public involvement.

Seminole Well Abandonment. Mr. Tarte served as the Principal In Charge. CPWG provided permitting and engineering services to facilitate the abandonment of the Seminole Avenue potable water well. The well was located in a well house at the southwest corner of Seminole Street and 12th Street. CPWG prepared and submitted the well abandonment permit application to the St. Johns River Water Management District. CPWG provided the SJRWMD abandonment permit and the photos of the completed abandonment project to FDEP. CPWG assisted the City in the bidding of the construction contracts and supported the City with limited construction phase services.

John Delashaw, PE, MAT

Principal, Geotechnical Engineer

Mr. Delashaw currently serves as Vice-President and is the project principal and/or technical lead for most of the company's geotechnical projects. Much of his over 33 years of geotechnical engineering experience has been gained from working on projects in the areas of: dam design and evaluation; shallow and deep foundation systems; earthworks and site development; soil improvement techniques; specialty soil sampling; sinkhole investigation, evaluation and stabilization, and roadway soil.

His primary experience includes project management, contract management, technical direction of geotechnical engineering projects, geotechnical field investigations, and analyses for numerous public and private sector clients. He is responsible for staffing and resource management and reviewing engineering evaluations for geotechnical investigations in addition to numerous subsidence investigations. He often provides expert witness testimony on forensic projects and is in responsible charge of numerous soil stabilization projects.

Years of Experience

- 33 Years

Education

- B.S., Civil Engineering, San Diego State University

Professional Registration

- Professional Engineer, Florida # 48154 (1986)

Additional Certifications

- Properties of Fills for MSE Walls – ASCE Webinar, January 2018
- Geo-Frontiers Conference – 2011 (Paper presented at conference – published in proceedings– June 2017
- Geotechnical and Materials Engineers Conf. ('98,'01,'04,'07,'10,'11,'12, '13,'14,'16,'17,'18,'19)
- Florida Dam Safety Annual Conference 1997 through 2004 (technical presenter 1999 & 2003)

Project Experience

Harden Boulevard Access Road, Polk County, FL | Geotechnical Principal-in-Charge. Project consisted of geotechnical investigation, design and construction plans to construct an approximately 600 foot long access road that progresses east from Harden Blvd. through former phosphate mined lands to provide access to a new development (residential and/or commercial) in Lakeland, Florida. Madrid CPWG was requested to provide a geotechnical design for a stable, permanent platform for roadway embankment construction along the proposed access road alignment. Madrid CPWG's design included CSV (cement stabilized vertical) columns combined with a load transfer blanket (LTB) consisting of multiple layers of biaxial geogrid interbedded with compacted sandy fill. The system will distribute and transfer roadway, embankment, and vehicle loads to more competent soils at depth. The combined system provides a more uniform load response to the roadway embankment. Value of Project: $68,000

Polk County, West Lake Eloise Drive Resurfacing Project, Winter Haven, FL | Geotechnical Principal-In-Charge. This Polk County project included a section of road that overlies a thick peat layer that has a history of on-going settlement. Additional pavement has been added over time to try to keep the pavement above the seasonal high water level without success as the road continues to flood. Madrid investigated the site then recommended and designed a roadway cross-section that included excavation of the pavement section and installation of about 3 feet of lightweight cellular concrete allowing us to raise the roadway about 1 foot above the high water mark while also slightly unloading the organic soils that were too deep to excavate. By reducing the total load on the organics future settlement is nearly eliminated. Analyses included buoyancy calculations to ensure that the lightweight concrete would have sufficient pavement weight above it to avoid "popping out of the ground". Value of Project: $55,000

Grandview Parkway, New Roadway and Bridge over I-4, Polk County, FL | Project Principal. Oversee geotechnical design and recommendations for a 3000 ft. new 2-lane roadway that includes a 600 ft. bridge over I-4 near Davenport, Florida. The project includes embankment, MSE walls, bridge pilings and stormwater ponds and some of the alignment crosses an existing wetland and organic deposits. Project challenges included high settlement estimates and remediation of a relic sinkhole found along the wall alignment. Value of Project: $87,000

Jason McSwain

CMT / CEI Division Lead

Mr. McSwain has been with Madrid CPWG since September 2007. Mr. McSwain currently serves as department head for Madrid CPWG's Construction Engineering Inspection (CEI) and materials testing department, as well as Madrid CPWG's laboratories. He supervises staff and evaluates budgets and proposals for testing and inspection work for FDOT, other government clients, and private enterprise. During his 16 years with Madrid CPWG, Mr. McSwain has served as a project manager, performing and overseeing the successful completion of a myriad of geotechnical investigations and construction inspection projects. He maintains a close working relationship with the FDOT as well as representatives from multiple local municipalities. His duties have included field inspection and testing, shallow and deep foundation systems, soils analysis, soil surveys, geotechnical drilling activities, report preparation, soil improvement recommendations, materials testing, pavement design, personnel management and support for various construction engineering projects. He maintains extensive experience in plans preparation, field and laboratory testing assignments, soil boring characterizations, contract management, resource allocation, and a significant variety of computer software including Computer Aided Design (CAD) programs..

Years of Experience

- 16 Years

Education

- B.S, Computer Engineering
- Coursework including: Material Science, Advanced Physics, Circuit Theory, and Engineering Mechanics

Additional Certifications

- Earthwork Construction Inspection Levels I and II
- Concrete Field
- Asphalt Paving Inspection Levels I & II
- Pile Driving Inspection
- FDOT Geotechnical Research in Progress Conferences
- FDOT GMEC Conferences
- FDOT Laboratory Expectations
- Tensar Roadway Design Workshop
- Engineering and Environmental Impacts of Karst

Project Experience

Continuing Services Contract Support for Asphalt Plant Inspection, FDOT Districts One and Seven, FL | Project Manager. Mr. McSwain serves as the project manager for Madrid CPWG to provide on call, as needed Asphalt Plant Inspectors for all asphalt plants in the District 1 and 7 areas, including field coordination, DOT correspondence, SharePoint update verification, and MAC entry verification.

Lakeland Linder Airport – Taxiway A Rehabilitation, Lakeland, FL | Project Manager. Mr. McSwain served as the project manager for Madrid CPWG to provide VT Asphalt Plant Inspection during the rehabilitation of Taxiway A at the Lakeland Linder Regional Airport. During the course of this project, Mr. McSwain also developed a new Madrid CPWG P-401 worksheet for use by Madrid CPWG plant inspectors.

SR 555 (US 17) from Avenue G SW to Avenue A SW, Polk County, FL | Project Manager. This project consisted of the reconstruction of US 17 / SR 55 in Winter Haven, Florida. Mr. McSwain served as Madrid CPWG project manager during the construction and provided CEI VT inspection services for this project. Responsibilities included field coordination during earthwork, drilled shaft, signals, storm sewer, concrete, thermo, and asphalt paving inspection operations.

North Central Landfill Phase V Expansion, Polk County, FL | Project Manager. Mr. McSwain was responsible for the staff management of multiple verification testing inspectors during the expansion construction, including all materials testing for earthwork, storm sewer, concrete placement, as well as liner installation.

SR 60 (T1611), Polk County, FL | Project Manager. This project included intersection improvements along SR 60 in District 1. Mr. McSwain served as the Madrid CPWG project manager for the on-site VT inspector, with duties including quality assurance for earthwork construction inspection, concrete inspection, and asphalt paving inspection.

Paul Passe, PE, CPM

Chief Geotechnical Engineer

Mr. Passe has over 40 years of experience in the field of geotechnical engineering and materials testing, 13 of which were spent working directly with the Florida Department of Transportation. He spent four of those years as District Geotechnical Engineer, responsible for the assignment of project managers in design and construction, and the other eight as the State Geotechnical Engineer, acting as Senior Reviewer and troubleshooter for projects statewide as well as providing guidance and leadership for geotechnical policy and procedures for the FDOT. He has also given numerous presentations for the FDOT at conferences and seminars and helped develop geotechnical-related specifications and training courses. Mr. Passe serves on Geotechnical Institute, Transportation Research Board, and National Cooperative Highway Research Program task forces, committees, and panels.

Years of Experience
- 40 Years

Years with Current Firm
- 2 Years

Education
- B.S. Civil Engineering, University of Wisconsin - Platteville

Professional Registration
- Professional Engineer, Florida # 34750
- Professional Engineer, Alabama # 15265
- Professional Engineer, Minnesota # 16667
- Professional Engineer, Wisconsin # 21569
- Professional Engineer, North Carolina # 35971

Professional Affiliations
- American Society of Civil Engineers (ASCE)

Project Experience

District Wide Geotechnical Contract, FDOT District 1, FL | Chief Geotechnical Engineer. Provided on-call district wide geotechnical design and construction services. Services included 1) emergency services for such things as sinkholes, storm and hurricane damage assessments, etc., 2) Geotechnical Design, including roadway, ponds, and structures, 3) Reviews, provided assistance in reviewing of reports, plans, construction issues and permit works, and 4) construction testing and review services such as PDA and CSL testing.

District Wide Contract, FDOT District 7, FL | Chief Geotechnical Engineer. Mr. Passe has managed multiple district wide contracts over 20 years and has provided geotechnical engineering services on over 100 projects consisting of roadway improvements, bridge replacement, pond improvements, miscellaneous structures, retaining walls, sheet pile walls, and vibration monitoring projects. Mr. Passe was responsible for coordinating subsurface exploration programs. As part of the contract, Mr. Passe coordinates the Emergency Services Program where events affecting traffic safety and roadway closures such as sinkholes are responded to on short notice with geophysical surveys, subsurface exploration, and remediation recommendations and monitoring. He also overseen the performing of verification testing for pile and drilled shaft deep foundations.

District Wide Geotechnical Contract, FDOT District 4, FL | Chief Geotechnical Engineer. Mr. Passe provided on call district wide geotechnical design and construction services. Services included 1) emergency services for such things as storm and hurricane damage assessments, etc., 2) Geotechnical Design, including roadway, ponds and structures, 3) Reviews, provide assistance in reviewing of reports, plans, construction issues and permit works, 4) construction testing and review services such as PDA and CSL testing.

I-10 over Escambia Bay Pensacola, FDOT District 3, FL | Chief Geotechnical Engineer. Chief Engineer part of the CEI Team for FDOT District 3; Responsibilities included a review of geotechnical data/recommendations and verification testing of piling for bridge replacements. He was also responsible for the remote monitoring of the existing bridge during construction of the new bridge.

Andre Kniazeff, P.E.

Geotechnical Engineering Division Leader

Mr. Kniazeff is the Geotechnical Engineering Division Leader and has 13 years' experience providing geotechnical engineering, materials testing, environmental, and consulting services. These services include planning/coordinating subsurface exploration and laboratory testing programs, geotechnical engineering analyses and providing recommendations relating to the design and construction of roadways, structures, earthwork projects, and sinkhole investigations. Additional responsibilities include maintaining project budgets, timelines, overseeing field crews, and client consultations throughout the project duration.

Years of Experience

- 13 Years

Education

- B.S., Civil Engineering, University of Central Florida

Professional Registration

- Professional Engineer, Florida # 81315

Project Experience

Zenith Pipeline

Geotechnical exploration program, laboratory-testing program, engineering analysis and report preparation in support of the installation of a natural gas pipeline by Horizontal Directional Drilling (HDD).

Tyndall Air Force Base Infrastructure

Geotechnical investigation, design and recommendations for new buildings, Stormwater Management Systems (SMS), roadways, and subsurface utilities construction within the Tyndall Air Force Base in Panama City, Florida.

USPS Parking Lot Expansion

Geotechnical investigation, design and recommendations for a new parking lot, Stormwater Management Systems (SMS), and subsurface utilities construction in Panama City, Florida.

Pedestrian Bridge, State Avenue, City of Panama City, Public Works Department

Geotechnical investigation, design and recommendations for a new pedestrian bridge in Panama City, Florida. The bridge structure consisted of a reinforced concrete structure founded on a deep foundation (driven timber piles).

Bay Parkway Phase II, Panama City Beach, FL

Roadway soil survey, field exploration, and flexible pavement design for a new roadway alignment. Also included foundation recommendations for culverts, major signals and signs.

River Road Bridge Replacement, Walton County, FL

Geotechnical investigation, design and recommendations for a new vehicular bridge in Walton, Florida. The bridge structure consisted of a reinforced concrete structure founded on a deep foundation (driven precast concrete piles).

Street Resurfacing Project 2019, Panama City Beach, FL

Perform pavement corings and field evaluation followed by condition assessment and remedial recommendations for several roadway alignments in Panama City Beach, FL.

Michael A. Graves, PG, CPG

Professional Geologist

Mr. Graves has provided project assistance to public, private, and legal sectors during the past 40 years with projects involving hydrogeology, hazardous and non-hazardous waste management, environmental site assessment/compliance audits, geophysical studies, and mineral exploration/economic geology.

Project Experience

Contamination Assessment and Remediation, Daytona Beach, Florida | Project Manager. Assessed property of a former gas station for petroleum contaminants. Project resulted remediation of property including removal and off-site disposal of 1,500 cubic yards of contaminated soil, application of oxygen-release compounds, installation of groundwater monitoring wells, and performance of quarterly groundwater quality monitoring (Post Active Remediation Monitoring).

Soil & Groundwater Contamination Assessment, North Port, Florida | Project Manager. Assessment of a former golf course property impacted with arsenic. Project included public meetings, city commisioners presentations for approval for redevelopment, collection and analyses of over 900 soil samples to delineate soil arsenic plume, installation of a network of shallow monitoring wells to identify areas containing arsenic-impacted groundwater, prepareation and submittal of the Site Assessment Report to the Florida Department of Environmental Protection.

MODEF Contamination Assessment and Remediation, Lakeland, FL | Project Manager. Assessed and remediated soil and groundwater impacted with mineral oil dielectric fluid (MODEF) resulting from an explosion of a large electrical transformer, which released approximately 1,700 gallons of oil to the shallow soils and groundwater system.. Site remediation was accomplished utilized bioremediation; specifiacally, hydrogen release compounds. Managed project through completion, and obtained a site-status of No Further Action from the FDEP.

Hydrogeologic Study & Site Evaluation, Auburndale, Florida | Project Manager. Hydrogeologic investigation to study and evaluate the suitability for waste-water effluent disposal using a proposed spray field on 146-acre parcel. Ground percolation tests, falling-head permeability tests, and aquifer hydraulic tests were performed to identify the hydrologic characteristics of the vadose zone sediments and upper unconfined aquifer system. Numerical modeling was performed using the acquired site-specific data and the MODFLOW modeling program developed by the United States Geological Survey. Simulations were run using various scenarios to confirm the desired 1.0 million gallon per day volume of discharge was obtainable.

Phase 1 Environmental Site Assessment, State of Florida | Project Manager. Performed due diligence studies, including both Phase I and Phase II, throughout Florida for banking institutes, attorneys, land developers, water management districts, large landowners, and citrus growers. Each investigation was completed in advance with the appropriate American Standards for Testing & Materials.

Years of Experience

- 40 Years

Education

- Master of Science, Geochemistry, University of Florida
- Bachelor of Science, Geology, University of Florida

Professional Registration

- Geologist, Florida # 51
- Geologist, Alabama #367
- Geologist, Georgia #1549
- Geologist, Kentucky #700
- Geologist, South Carolina #534
- Certified Professional Geologist – A.I.P.G #7401

Additional Certifications

- Certificate of Hydrology, University of South Florida

Professional Appointments

- Member, UF Dept of Geologic Sciences Advisory Committee, 2009 - present
- Secretary, American Institute of Professional Geologists – Florida Section, 2012 - 2014
- Chairman, Board of Professional Geologists – State of Florida, 1996-1997

EXPERIENCE SUMMARY:

Douglas has over eight years of experience in the construction industry (5 as Senior) specializing in the laboratory testing of concrete, soils, and asphalt. He is also a CTQP-qualified field inspector for earthworks and concrete. Mr. Jordan possesses a thorough knowledge of ASTM/AASHTO/FDOT specifications and is proficient in the use of MAC. His responsibilities at Madrid CPWG include oversight of daily operations, training, inventory management, and performance of tests as required.

Education
Bartow High School 2008

TIN# J63517690

Certifications
CTQP Earthwork Construction Inspector Level 1 & 2
CTQP Concrete Field Technician Level 1
CTQP Concrete Lab Technician Level 1
CTQP Aggregate Base Testing Technician
CTQP LBR Technician
CTQP Qualified Sampler Technician
ACI Concrete Field Testing Technician Grade 1
ACI Concrete Laboratory Testing Technician Level 1
ACI Aggregate Base Testing Technician
ACI Aggregate Testing Technician Level 1
ACI Concrete Strength Testing Technician
Nuclear Gauge Safety

PROJECT EXPERIENCE:

SR 542 (Buckeye Loop Rd to US 27) 410666-3-52-01
Nov 2021 - Present
Sr. Laboratory Technician
Mr. Jordan is responsible for most of the required testing on embankment, subgrade, and base soil samples for this project as well as concrete compressive strength testing. He is also responsible for the entry and submittal of all results into MAC.

SR 25 (Cloverleaf Rd to SR 66) 439434-1-52-02
Aug 2021 - Present
Sr. Laboratory Technician
Mr. Jordan is responsible for most of the required testing on embankment, subgrade, and base soil samples for this project as well as concrete compressive strength testing. He is also responsible for the entry and submittal of all results into MAC.

FL Turnpike (Osceola County Line to Beachline) 411406-1-52-01
Sept 2018 – Apr 2020
Sr. Laboratory Technician
Mr Jordan performed compressive strength testing on drilled shaft concrete specimens collected during QC operations and entered results in MAC. He also assisted with field testing on occasion.

SR 546 Widening (I-4 to Wabash Ave.) 434762-1-52-01
July 2016 - November 2017
Laboratory Technician
Mr. Jordan performed most of the required testing on embankment, subgrade, and base samples and he conducted many compressive strength tests on concrete for roadway and drilled shafts. He was also responsible for the entry and submittal of all results into MAC.

David Shin, EI

MAT Engineering Intern

Mr. Shin has been serving as an engineering intern at Madrid CPWG since early 2021. His primary areas of exposure/experience include project management assistance, geotechnical field investigations, and geotechnical engineering analysis. Through his education and professional experience, he has experience in numerous technical software such as AutoCAD and ArcGIS and is continuing to develop his skills in numerous specialty software including gINT and GeoStudio. Much of his geotechnical engineering experience has been gained from working on projects in the areas of shallow and deep foundation systems, earthworks and site development, roadway soils, and soil improvement techniques. He also has experience with conducting technical research, writing technical reports, and soils lab testing. He assists Madrid CPWG's project managers with design/calculation support, proposals, and field/laboratory testing projects.

Years of Experience

- 2 Years

Education

- B.S. Civil Engineering, Florida Institute of Technology

Professional Registration

- Engineering Intern Florida #1100023471 (2020)

Project Experience

County Road 557 Widening, Winter Haven, FL (2021) Geotechnical engineer performing lab classifications and analysis as well as project management support for the widening of CR 557 in Polk County. This project involved over five miles of field investigations and associated lab testing, requiring analysis of approximately 650 various field samples.

Various FDOT Pavement Evaluation, District 1 (2023) Engineer selecting core locations and generating pavement coring plans per FDOT standard operating procedures. Also providing assistance in the management of PECCD core data for proposed and final submittals.

Fort Fraser Trail Extension, Lakeland, FL (2020) Geotechnical engineer providing project management support for an approximate 3 miles extension of the Fort Fraser trail in Lakeland. Including managing the field investigations and laboratory testing, geotechnical analysis, and report writing.

US 27 RRR, FDOT District 1, Davenport, FL (2021) Geotechnical engineer for the improvement of US 27/SR 25 through Davenport, FL. Managing the field/lab testing, performing analysis, and drafting FDOT-format CADD sheets. The project involved field investigations for various right of way improvements, multi-post signs, lighting foundations, and signal mast arm foundations.

FDOT Design-Build, SR 826, Miami, FL (2023) Geotechnical engineer providing assistance for the widening of SR 826 with multiple bridges, MSE walls, noise walls and various signs, signals and other structures. Management of borings and drafting of FDOT-format RCB and RSS sheets.

FDOT Design-Build Value Added Foundation Design, Sawgrass Expressway (SR 869) over Atlantic, Blvd, FL (2023) Geotechnical engineer for the foundation design service of a proposed alternate bridge configuration. Providing project management support including managing the field investigation, laboratory testing, and drafting of CADD sheets.

Andy Acosta

Laboratory Manager

Andy Acosta has over 17 years of experience working in the DOT Construction Materials Testing industry and has extensive laboratory testing and asphalt plant experience. He currently serves as the Laboratory Manager for Madrid CPWG's Construction Materials Testing department, as well as Madrid CPWG's asphalt production facility inspection group. Mr. Acosta is currently overseeing a variety of FDOT, municipal, airport, and private projects all around Central Florida. He has a thorough understanding of all FDOT, Turnpike, and FAA specifications and construction procedures and maintains a great working relationship with those agencies, as well as Central-Florida municipalities.

Years of Experience
17 Years

Education
Polytechnic University of Puerto Rico, 1998

TIN#
A22301976

Additional Certifications

- CTQP Asphalt Plant Technician Level I & II
- CTQP Asphalt Paving Technician Level I & II
- CTQP LBR Technician
- ACI Concrete Strength Testing Technician
- ACI Aggregate Base Testing Technician
- Nuclear Gauge Safety

Project Experience

VA Community Based Outpatient Clinic – Lakeland, FL | Project Manager
Mr. Acosta provides QA/QC review and technical support for the construction of the VA Hospital in Lakeland, FL. He reviews the laboratory testing to make sure they are in accordance with the appropriate standards.

CEI Projects – Central Florida | Project Manager
Andy has worked on and managed staff across a variety of FDOT, Municipal, Ariport, and Private jobs. He provides technical support to the staff and ensures testing and inspection is done in accordance with the appropriate standards and specifications. Likewise, he reviews laboratory testing reports to maintain quality service to our clients.

FDOT Asphalt Plant Inspection – Districts 1 & 7 | Senior Asphalt Plant Inspector
Mr. Acosta provided Asphalt Plant VT inspection services for projects in both districts 1 and 7. These services include inspection and testing to ensure compliance with the FDOT Construction Training Qualification Program.

Turnpike Asphalt Plant Inspection – District 8 | Senior Asphalt Plant Inspector
Mr. Acosta provided Asphalt Plant VT inspection services for projects on the turnpike. These services include inspection and testing to ensure compliance with the FDOT Construction Training Qualification Program.

FDOT Asphalt Plant Inspection – District 5 | Senior Asphalt Plant Inspector
Mr. Acosta provided Asphalt Plant VT inspection services for projects in district 5. These services include inspection and testing to ensure compliance with the FAA specifications and construction procedures.

Airport Asphalt Plant Inspection – Central Florida | Senior Asphalt Plant Inspector
Mr. Acosta provided Asphalt Plant VT inspection services for projects in Airports around Central Florida, including Orlando International Airport, Lakeland Linder Airport and Punta Gorda Airport. These services include inspection and testing to ensure compliance with the FDOT Construction Training Qualification Program.

FDOT Laboratory Testing – Districts 1 & 7 | Laboratory Technician
Mr. Acosta ran tests on concrete, aggregates and soils to ensure compliance with CCRL, AMRL, ASTM, and the FDOT Construction Training Qualification Program

Puerto Rico Department of Transportation | Materials Testing Analyst
Mr. Acosta ran tests on mix asphalt, concrete, aggregates and soils to ensure compliance with CCRL, AMRL, ASTM, and the Federal Highway Administration specifications.

Brett Arenas

Drilling Department Head

Mr. Arenas currently serves as the Madrid CPWG Drilling department head and leads most of the company's drilling projects. Much of his 35 years of geotechnical and environmental drilling experience comes from performing geotechnical field investigation and testing for site development, evaluation, stabilization, roadway, bridges, and other infrastructure projects, as well as environmental impact studies for plume delineation and contaminant cleanup through the installation of water wells and exploratory borings.

Project Experience

FDOT Geotechnical Project: E7R26 I-75 S to EBWB I-4 Exit Ramp: This project was for the expansion of the existing infrastructure and consisted of over 40 SPT borings with depths from 20' to over 150'

TS Freshwater Blending Pipeline Crossing: This geotechnical exploration project was for the installation of a pipeline along wy 595, Live Oak St, & Hyw 19 and consisted of over 30 SPT borings with depths from 10' to over 40'

CR557 Widening: This geotechnical exploration project was for the expansion of the existing infrastructure and consisted of over 530 locations where SPT borings, Hand Augers, and Test pits were done along hwy 557

Howard Frankland Bridge: This overwater geotechnical exploration project was for the expansion of the existing infrastructure and consisted of over 40 SPT borings with depths from 100' to over 200' drilled from our in-house jack-up barge.

Flagler County Rural Road Evaluation: This geotechnical exploration and evaluation project was for a roadway rehabilitation project along approximately 3 miles of CR 90E & CR 90W in Flagler County, Florida, and consisted of multiple SPT borings.

Hallam Preserve Signalization: This geotechnical exploration was for the proposed intersection signalization of CR 540A and Hallam Preserve, Polk County, Florida, and consisted of multiple SPT borings.

Marigold Mast Arms and Ponds: This geotechnical exploration and evaluation for the proposed new mast arms, stormwater ponds, and flood plain compensation ponds along Marigold Avenue in Poinciana, Florida and consisted of multiple SPT borings, hand augers, and test pits.

SR 590 Drew St - Osceola Ave to US 19: This geotechnical exploration project was for the expansion of the existing infrastructure and consisted of over 40 SPT borings.

Fort Fraser Trail SR 60 Pedestrian Bridge: This geotechnical exploration project was for the expansion of the existing infrastructure and consisted of SPT borings with rock coring for a bridge over SR 60

Miscellaneous Well Installation and Downhole Permeability Projects: We regularly install monitor wells and piezometers and perform downhole perm tests

Years of Experience

- 37 Years

Education

- High School - GED 2000 Sacramento, CA
- Pearce Technical College – 2000 Sacramento, CA

Areas of Experience

- Project Management
- Health & Safety Specialist
- Job costing/estimating
- Mud Rotary
- Air Rotary
- Rock Coring
- Auger Drilling & Coring
- CPT / MIP / EC
- Well Construction
- Well Decommissioning
- Drilling Test Borings
- Sonic drilling - Borings & Well Installs

Additional Certifications

- Florida licensed Well Driller Contractor
- OSHA 8 HAZWOPER
- OSHA 40 HAZWOPER
- OSHA 30 General Industry
- OSAH 8 Supervisor
- Class A License w/Tanker
- Forklift Trainer
- Smith System defensive driving

Lennon D. Jordan, PE

Chief Structural Engineer

Mr. Jordan serves Madrid Engineering Group, Inc. as Chief Structural Engineer and Sr. Project Manager. His responsibilities include technical review and oversight of engineering projects and design activities; provides leadership to technical and support staff; serves a project principal; training of technical staff; and assists with formulation, development, and implementation of marketing strategies for the firm.

For ten years prior to joining MEG, Mr. Jordan served URS Corporation Southern as Sr. Civil Engineering Project Manager and manager of the Bartow, Florida office. His responsibilities included directing the activities of a staff of engineers, designers, and technicians; creating and implementing client service area policy; and establishing goals and objectives for this client service area. Other responsibilities included providing direct or indirect oversight for all civil engineering and planning projects, including PD&E and corridor studies, roadway design, bridge design, construction engineering and inspection (CEI) services, site design, structural design, drainage, water resources, utility systems, permitting activities, insurance claims and adjustment evaluations, right of way acquisition and condemnation, engineering studies, and other client service area activities.

Mr. Jordan has been certified as an expert in litigation and provided expert witness services and testimony in numerous Right –of-way acquisition and condemnation cases, construction claims and product liability cases, design errors and omissions, and others. Projects and cases include Dale Mabry Highway in Tampa, County Line Road in Lakeland, Meadowlands Wastewater Treatment Plant in Lakeland, Wimmer Construction Pipe Failure, Southern Machinery in Lakeland, Averett Septic Tank Company in Lakeland, Kreider Salvage Company in Desoto County, Davis Monuments in Lakeland, White Construction Company in Lakeland and Highlands Fairways Utilities, and structural damage cases among others.

Mr. Jordan's duties have included supervising roadway, site design, drainage, water and sewer collection and treatment systems, and environmental projects. Representative roadway projects include County Line Road, Shepherd Road, Ewell Road, SR 50, US 17-92, US 17, Edgewood Drive, Kinds Highway, and others. All of these involved upgrading 2-lane facilities to 4- and 6-lane roadways with a mix of urban and rural sections each extending several miles in total length. Among these, County Line Road (6 miles), Ewell Road (2 miles), and Polk Parkway (2+ miles in final design and 10+ miles in PD&E) involved new roadway on new alignment and required extensive corridor study and analysis in accordance with the FDOT PD&E Manual and process to determine the optimum alignment.

Project Experience

Project Manager, City of Bartow/CRA Church Street Traffic Calming, Bartow, Florida (2008): Directed all staff activities for conducting an existing conditions analysis, survey, data collection, coordination with stakeholders, traffic study, existing conditions analysis, and development of preliminary

Years of Experience

- 45+

Education

- B.S., Civil Engineering, University of South Florida
- M.S., Engineering Management, University of South Florida

Professional Registration

- Professional Engineer, Florida # 22407
- Certified Special Inspector / Florida

Specialization

- Structural Engineering
- Construction Management
- Project Management
- Forensic Studies
- Threshold Inspection

Continuing Education (Partial)

- Construction Safety – (2008)
- Wind Load Design – (2019)
- Advanced Building Code Update (2010, 2012, 2015, 2018)
- Catastrophic Failure (2010)
- Evaluating Storm Losses (2010)
- Structural Evaluation and Restoration (2012)
- Non-Destructive and Destructive Testing (2012)

Melkin Fructuoso, Meng., MCs., EI

Engineer Intern

Mr. Fructuoso currently serves as Geotechnical Engineer and is project manager for some of the company's geotechnical projects. Much of his 15 years of geotechnical engineering experience has been gained from working on projects in the areas of: shallow and deep foundation systems; earthworks and site development; soil improvement techniques; specialty soil sampling; sinkhole investigation, evaluation and stabilization, and roadway soil.

His primary experience includes analysis and design of shallow and deep foundations, pile driving and drilled shaft inspection, geotechnical field investigations. He is professor at the University Autonomous of Santo Domingo and teaches several geotechnical engineering courses.

Experience

I-395/SR 836/I-95 design-build project. This project is a partnership between the Florida Department of Transportation (FDOT) and the Miami-Dade Expressway Authority (MDX), with construction limits on State Road (SR) 836 beginning at NW 17 Avenue and continuing through the SR 836/I-395/I-95 (Midtown) Interchange to the MacArthur Causeway Bridge. The limits on I-95 are from NW 8 Street to NW 29 Street. Construction is expected to be completed in the summer of 2026 at a cost of $840 million. In this project he performed conducted more than 20 PDA test for pile driving, inspected about 50 pile driving and 10 drilled shaft installations, inspected about 10 drop hammer PDA test, and conducted two vibration monitorings.

I-75/ SR 951 design-build project. This project is the interchange improvements at I-75 and SR 951. Performed settlement and global stability analysis for the MSE walls and the Cast-In-Place walls.

Polk Regional Water Cooperative, Polk County Performed anaysis for SE Wellfield upgrade including, 2 Booster Stations, a Water Treatment Plant, and approximately 80 miles of pipeline including trenching, directional bore, and jack and bore.

I-75/ MLK design-build project. This project is the interchange improvements at I-75 and MLK in Brandon, Fl. Performed settlement and global stability analysis for a surcharge program for 2 areas along the alignment.

Years of Experience

- 15 Years

Education

- Master, Geotechnical Engineering, University of Central Florida
- PhD, Geotechnical Engineering, University of Central Florida (No completed)
- Master, Geotechnical Engineering, University of Puerto Rico - Mayaguez
- B.S., Civil Engineering, University Autonomous of Santo Domingo

Professional Registration

- Dominican Board of Engineers Architects and Surveyors Dominican Republic # 21391

Certifications

- Engineer Intern # 1100025187 (2020)
- Pile Driving Inspection – FDOT # 3002104 (2021)
- Drilled Shaft Inspection – FDOT # 3002356 (2020)

Michael J. Wightman, P.G.

President, Principal Geophysicist, GeoView, Inc.

AREAS OF SPECIALIZATION

- Management of Geophysical Investigations
- Karst Evaluation Studies Using Geophysical Methods
- Geophysical Investigations for Infrastructure Evaluation
- Environmental Geophysical Investigations
- Coastal and Island Hydrogeology

EDUCATION

1989	M.S., Hydrogeology/Geophysics University of South Florida
1986	B.A., Geology University of California, Santa Barbara
1980	B.A., Business Economics/Environmental Studies University of California, Santa Barbara

PROFESSIONAL CERTIFICATIONS AND LICENSES

Licensed Professional Geologist, Florida and California (FL #1423, CA #6500)
Certified Ground Penetrating Radar (GPR) Operator (GSSI)
Electrical Resistivity Imaging Certification (AGI)
Stake University (Nationally Recognized Electronic Utility Locator Operator Certification)
Certified Pile Integrity Tester (Pile Dynamics)
Geophysical Well Logging and Imaging
OSHA-Certified Health and Safety, Hazardous Waste Operations, 40-Hour Course & Updates
Other Safety and Training Certifications: Jessica Lunsford (statewide)

PROFESSIONAL HISTORY

Present	President and Co-Founder of GeoView, Inc.
1991 –5/31/2001	Vice-President, Senior Geophysicist/Operations Manager, SDII
1988 - 1991	Staff Hydrogeologist--HSW Environmental Consultants, Inc.

PROFESSIONAL SUMMARY

Mr. Wightman's responsibilities at GeoView Inc. include the management and technical oversight of all geophysical investigations conducted by the firm. He has either managed or conducted geophysical investigations throughout the entire United States, Caribbean Basin and Central America. His duties include quality control oversight, project management and budgeting, employee supervision and training, design and implementation of geophysical investigations, data evaluation, numerical and analytical modeling of geophysical data. Mr. Wightman has either conducted or managed over 20,000 geophysical investigations concerned with environmental, geotechnical, geological, hydrogeological, infrastructure and construction-related projects. Mr. Wightman is an expert in the application of geophysical methods in terms of understanding karst-related conditions. Mr. Wightman has provided expert testimony, authored publications and delivered numerous presentations in regards to geophysical testing for a wide variety of applications. Prior to co-founding GeoView, Mr. Wightman was the Senior Geophysicist and Operations Manager at SDII Global

REPRESENTATIVE PROJECT (Geotechnical Services)
Project Cost: Unknown
Owner: The City of Mulberry
Client: The Lunz Group, Contact: Greg Selvidge (PM), 863-682-1882, gselvidge@lunz.com
Key Staff: John Delashaw, PE, Kevin Hill, PE
Original Budget $10,321; Final Budget $10,321.

Mulberry Fire Station and Concession Stand – Mulberry, Florida (2017) - Madrid Engineering Group, Inc. (Madrid) was asked to assist The Lunz Group with a field exploration and geotechnical evaluation of a site in Mulberry selected for a proposed (approx. 6,400 sq. ft.) new fire station, associated pavement areas, two stormwater ponds, a communications tower, and a concession stand in Mulberry, Florida. The site was located on reclaimed land from former phosphate strip mining activities which often will encounter very heterogenous soils and very challenging subsurface conditions and this site was also heavily vegetated which limited site access. Construction was completed in 2018 (see recent photo below).

MADRID APPROACH – Madrid is a full-service geotechnical company which allows us to select the most appropriate field testing equipment and experienced personnel to complete the work in the most efficient manner possible. Also, our in-house soils laboratory and diversity of experience means we can provide knowledgeable solutions and recommendations for each component of the project. This included performing the clearing and providing support equipment necessary to gain access to the proposed boring locations with a small track-mounted drill rig. Madrid also performed test pits to assess Seasonal High Groundwater levels and collected the undisturbed samples needed to provide reliable laboratory test results to support the design of the stormwater ponds required. Madrid provided overall site development recommendations, a recommended flexible pavement, including a base clearance discussion, soil parameters to assist the designers of a communications tower, and shallow foundation recommendations,

MADRID BENEFIT – The diversity of our fleet of drilling equipment, along with the experience of field, laboratory and professional staff ensures timely and technically sound solutions to the geotechnical challenges of a diverse site with a variety of site development components. Also, our experience exploring previously mined sites and addressing some of the more challenging geotechnical conditions at such sites provides assurance to the project team that Madrid will provide a solution regardless of the challenges faced.

Project Type: Geotechnical – Gibson Oaks Pipeline Borings – 2019
Project Cost: $4,288.75 (Madrid portion)
Owner: Polk County Utilities Division
Contact: Mr. Jim Tully 863-298-4238
Madrid Key Staff: John Delashaw
Original Budget: $4,320

Gibson Oaks Pipeline Project – Lakeland, Florida - Madrid was asked to provide a limited geotechnical exploration and preliminary evaluation at specific pipeline locations associated with the Gibson Oaks WPF Project in Lakeland, Florida. The purpose of the exploration was to collect subsurface soil information in order to provide data and general site suitability for pipeline construction including proposed directional drilling pits.

MADRID APPROACH –Madrid provided the appropriate equipment that could move around the site with minimum required clearing. The purpose of this investigation was to provide a preliminary evaluation of the existing subsurface conditions at the boring locations, to identify constraints or limitations (to the extent possible) that the subsurface conditions may impose on the planned construction and provide general recommendations regarding site suitability, primarily for the pipeline.

MADRID BENEFIT – Madrid has all of the various equipment needed to handle a wide variety of difficult site conditions economically. We were able to collect the field and laboratory testing data well within the schedule and budget.

Project Type: Geotechnical – E. Johnson Avenue Sinkhole – 2018
Project Cost: $91,081.75 (including remediation)
Owner: Polk County Public Works Road & Bridge Division
Contact: Mr. Joe Montoya 863-712-0171
Client: Polk County
Madrid Key Staff: John Delashaw,
Original Budget: $99,618.40 (including remediation)

E. Johnson Avenue Sinkhole Project – Haines City, Florida - Madrid was requested to provide an estimate for emergency SPT drilling and sinkhole stabilization plan design for a sinkhole within the roadway along E. Johnson Avenue (west of Power Line Road) in Haines City, Florida. It is noted that two primary buried utilities paralleled the road within the ROW on the south side; these included a 30-inch reclaimed water line and a 12-inch water main. Overhead electric was located near the ROW on the north side of the road. The initial phase of work was for emergency drilling and development of a grouting remediation plan. The second phase was to monitor the remediation of the sink hole.

MADRID APPROACH –Madrid was on site within hours of being notified of the sinkhole. A drill rig was dispatched, and drilling started immediately. The subsidence feature was confirmed as a sinkhole. Based on the results of the exploration program a stabilization plan was developed. Madrid, on behalf of the Polk County, provided engineering supervision of all the stabilization activities.

MADRID BENEFIT – The specialized operation including emergency response greatly accelerated field time and reduced potential safety exposure to our staff and the traveling public. We were also able to help protect the existing utilities. We were able to collect the field and laboratory testing data well within the schedule and budget.

Project Type: Geotechnical – Kathleen Fire Station Prelim Geotech
Project Cost: $4,914.00
Owner: Polk County Public Works
Contact: Mr. R. Wade Allen 863-534-2577
Client: Polk County Real Estate Services
Madrid Key Staff: John Delashaw,
Original Budget: $ 4,922.00

Kathleen Fire Station Prelim Geotech Project – Lakeland, Florida - Madrid was asked to provide a limited geotechnical exploration and preliminary evaluation for a proposed new fire station at an undeveloped site in Lakeland, Florida. The purpose of the exploration is to collect subsurface soil information in order to provide data and general site suitability for construction.

MADRID APPROACH –Madrid provided the appropriate equipment that could move around the site with minimum required clearing. The purpose of this investigation was to provide a preliminary evaluation of the existing subsurface conditions at the boring locations, to identify constraints or limitations (to the extent possible) that the subsurface conditions may impose on the planned construction and provide general recommendations regarding site suitability, primarily for structures.

MADRID BENEFIT – Madrid has all of the various equipment needed to handle a wide variety of difficult site conditions economically. We were able to collect the field and laboratory testing data well within the schedule and budget.

Project Type: Geotechnical – Power Line Road Subsidence – 2022
Project Cost: $17,681.75
Owner: Polk County Public Works Road & Bridge Division
Contact: Mr. Doug Gable, PE 863-535-2285
Client: Polk County
Madrid Key Staff: John Delashaw,
Original Budget: $17,683

Power Line Road Subsidence Project – Haines City, Florida - Madrid was requested to complete a field investigation and geotechnical evaluation of a surface depression/surface cracking in the northbound lane of Power Line Road just north of E Johnson Ave in Haines City, FL. This depression is within new embankment fill from a recent roadway widening project. The fill slope extends down into the water of an existing water body (apparent man-made feature).

MADRID APPROACH –The scope of work for this investigation included review of existing geological data, a field exploration and laboratory testing program, evaluation of soil testing results, evaluating site suitability and providing general geotechnical recommendations for the mitigation of the subsidence, including providing global and internal stability recommendations for the proposed sheet pile wall. Madrid performed a geophysical study consisting of Ground Penetrating Radar (GPR); performed SPT borings.

MADRID BENEFIT – Madrid is intimately familiar with the soil conditions around the county and has seen and understands the potential issues that may be encountered. Madrid can tailor a program to suit the issues involved and come up with the most economical solution for the county.

Project Type: CEI – Polk County Roads and Drainage Annex – 2019
Project Cost: $ 19,222.75 (Madrid portion)
Owner: Polk County Public Works Road & Bridge Division
Contact: Mr. Steve McMillan 863-860-8001
Client: Polk County
Madrid Key Staff: John Delashaw, Jason McSwain, Doug Jordan,
Original Budget: $ 23,570.50

Polk County Roads and Drainage Annex – Winter Haven, Florida - Madrid was asked to provide construction materials testing and inspection for a proposed new 12,600 ft^2 Annex for the Roads and Drainage Division at the Sheffield Rd location in Winter Haven, Florida.

Madrid Approach – Madrid carefully monitored the progression of this project and maintained on-call field inspection as needed, as construction advanced by the contractor (Miller Construction).

Madrid Benefit – Madrid's primary office is located 15 minutes from the project location, allowing our team to provide testing as needed in a cost-effective and efficient manner. We maintain an excellent working relationship with the contractors and County representatives, and consistently provided prompt and professional service, as well as accurate data reporting.

Project Type: CMT & Inspection Services – Central Region Utility Service Area (CRUSA) Water Production Facility
Project Cost: $66,988.75 (Madrid portion)
Owner: Polk County BOCC – PO Box 9005 Drawer TR01, Bartow, Florida 33831
Contact: County Engineer Mark Addison, P.E., 863-298-4214, markaddison@polk-county.net
Madrid Key Staff: John Delashaw, Jason McSwain, Cecil Allred, Douglas Jordan
Original Budget: $66,995.00

CRUSA Water Production Facility Project (Phase 1 and Phase 2) – Bartow, Florida (July 2017-Current) – Madrid was requested to provide laboratory materials testing and field inspection and testing services for new construction at the CRUSA Water Production Facility in Bartow, Florida. In general, this project consisted of the construction of a new utility operations building, water production facility, access / maintenance / emergency access driveways, parking areas, a truck service area, and utilities installations. Inspection services for the CRUSA project began in July of 2017, when Madrid was called on-site for nuclear density testing at what would become the utility operations building pad. Madrid conducted nearly daily density testing verification as the pads for the operations building and the water production facility were formed, the surrounding area was brought to grade, potable water and sewer pipes were placed, subbase material for the access roads was lain, and limerock base for parking lots and access roads was placed; all while working side by side with two separate contractors (each responsible for one phase of the project). Late in 2017, large and small volume concrete pours began for the access roads, building slabs, and driveways; and Madrid was on-site day and night to perform materials testing and to collect concrete specimens for testing in our laboratory to ensure that the concrete being placed was of acceptable quality.

MADRID APPROACH – Madrid maintained an on-call field inspector for the CRUSA project, as the scheduling demands for two separate contractors rarely coincide. When required, Madrid provided as many as three separate inspectors at the project site to provide sufficient and exceptional inspection services for the various operations underway.

MADRID BENEFIT – The location of the Madrid home office in the heart of Polk County has allowed us to provide field inspectors rapidly upon request to meet the dynamic demands of the construction operations. We maintain an excellent working relationship with the contractors and County representatives, and have consistently provided prompt and professional service, as well as accurate data reporting as we look forward to another successful project completion.

TAB 4

Polk County Entity

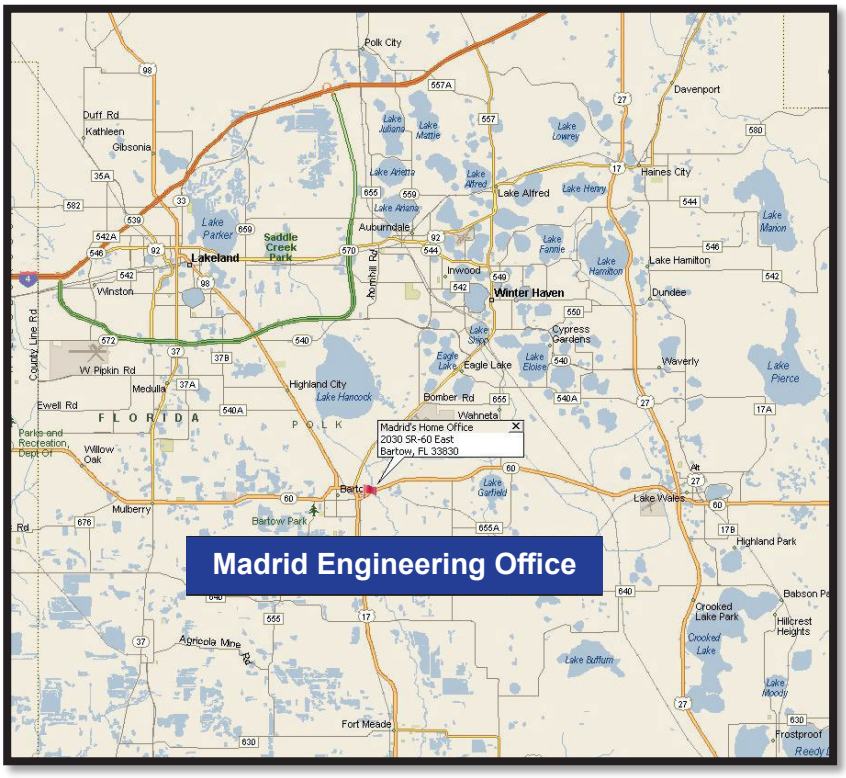
MADRID ENGINEERING GROUP

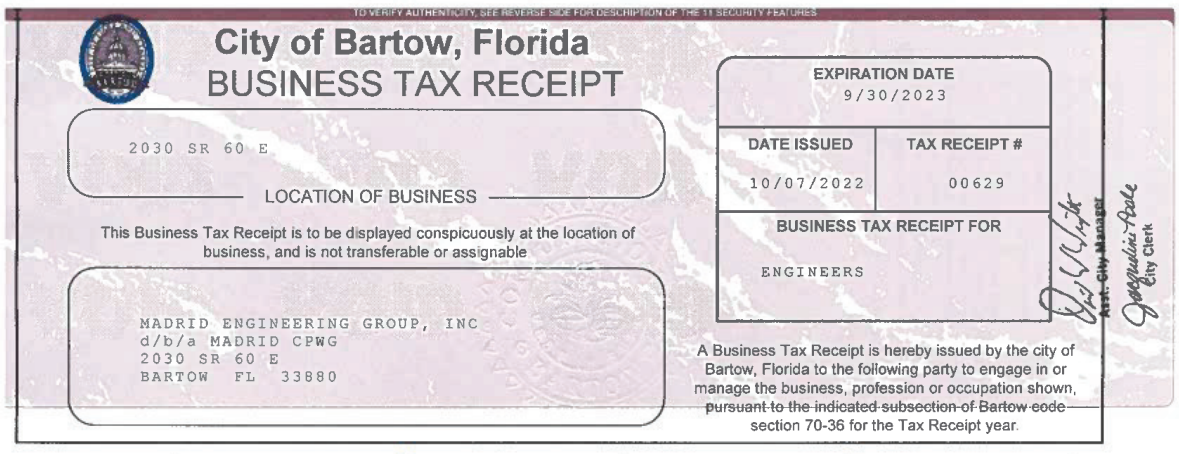
cpwg
AT THE READY.

Madrid Engineering Group's main office has been located at 2030 State Road 60 East, Bartow Florida for approximately 15 years. However, we have been in Bartow (Polk County) since 1994. Proof of our current location is shown below with the Business Tax Receipt.

Madrid's Address History in Polk County

Mid-1994 to Mid-April 2007	175 E. Summerlin St. Bartow, FL 33830
Mid-April 2007 to April 2008	970 A East Main St. Bartow, FL 33830
April 2008 to Present	2030 State Road 60 East, Bartow, FL 33830





TO VERIFY AUTHENTICITY, SEE REVERSE SIDE FOR DESCRIPTION OF THE 11 SECURITY FEATURES

City of Bartow, Florida

BUSINESS TAX RECEIPT

2030 SR 60 E

LOCATION OF BUSINESS

This Business Tax Receipt is to be displayed conspicuously at the location of business, and is not transferable or assignable

MADRID ENGINEERING GROUP, INC
d/b/a MADRID CPWG
2030 SR 60 E
BARTOW FL 33880

EXPIRATION DATE
9/30/2023

DATE ISSUED	TAX RECEIPT #
10/07/2022	00629

BUSINESS TAX RECEIPT FOR

ENGINEERS

A Business Tax Receipt is hereby issued by the city of Bartow, Florida to the following party to engage in or manage the business, profession or occupation shown, pursuant to the indicated subsection of Bartow code section 70-36 for the Tax Receipt year.

Asst. City Manager

Jacqueline Peek
City Clerk

TAB 5

Certified Woman / Minority Business Enterprise

MADRID ENGINEERING GROUP

cpwg
AT THE READY.

CERTIFIED WOMAN / MINORITY BUSINESS ENTERPRISE

Madrid Engineering Group, Inc. dba Madrid CPWG (Madrid) has been known for years in this region as a widely respected MBE firm under the sole ownership of Mr. Larry Madrid, PE who was of Hispanic heritage. Unfortunately, Mr. Madrid passed away in June of 2021. Thankfully, we had already begun a merger transition before his passing which ultimately led to a relatively smooth transfer of ownership to become a woman-owned business. Over the years Madrid has been certified and/or recognized as a W/MBE and/or DBE company with multiple agencies and organizations, some of which are listed below. Madrid is now owned and managed by its president, Mrs. Sheila Tarte. As such, beginning in 2022 we once again became a certified W/MBE with the State of Florida, Polk County and other agencies. We are also in the process of re-establishing similar certifications with other agencies where this had lapsed. Entities for which we are certified:

- **The State of Florida Office of Supplier Diversity** – re-establishing
- **FDOT DBE – Florida Department of Transportation Disadvantaged Business Enterprise** – current
- **Florida Unified Certification Program DBE** – current (for transportation hubs, i.e., roads and ports including airports and sea ports; and other agencies such as City of Tampa, Broward County, Miami/Dade County, etc.)
- **Florida Minority Supplier Development Council** – FL Certificate Number FL03698 (re-establishing)
  - **Madrid recognized as Florida Minority Supplier of the Year 2017-2018**
- **Central Florida Business Diversity Council** – a Lakeland based advocacy group that recognizes numerous MBE/DBE/WBE/VOB certifications – Madrid was a minority business corporate member and expects to be re-instated soon.
- **Central and North Florida Minority Supplier Diversity Council (cnFMSDC)** – re-establishing
- **Polk County MBE (recognizes the cnFMSDC and FDOT DBE certifications)** - current

Some of these agency certifications were re-established in 2022 and some are underway. The key ones needed for our Polk County W/MBE status are current and active at the time of this submittal (see attached). As such, we note that effectively all of the work performed by Madrid under this contract may qualify as work by a minority contractor. We fully expect to have other agency certifications in place soon. We do also note that the only subcontractor partner included on our team, Ambient/GeoView, Inc., is also a State Certified MBE firm.

TAB 6

Interactions with County and Regulatory Agency Staff

INTERACTIONS WITH COUNTY AND REGULATORY AGENCY STAFF

Madrid is currently providing services to Polk County under our continuing services contract for Professional Geotechnical Engineering, CMT and Inspection services; and have also held and worked under previous Polk County contracts for Parks and Natural Recreation Engineering Services and a support contract with the Roads and Drainage Division and are very experienced with those County staff as well. Madrid is also currently providing CEI services, pavement evaluation services and asphalt production facility inspection for the Florida Department of Transportation on multiple District-Wide contracts in Districts 1 and 7 (Madrid is currently one of the top consultant providers for State Road, including Interstate, pavement evaluations and asphalt production facility inspection for the FDOT within these two Districts). Madrid also has continuing service contracts with other local municipalities throughout Polk, Hillsborough, and Osceola Counties. Madrid also has experience working for various federal agencies and we regularly work closely with other regulatory agencies such as SWFWMD, SFWMD, USACOE, FDEP, FDOT and others in order to obtain various permits for field exploration and testing activities such as for ROW Use permits, ERP's and Notice General Permits. Madrid has a demonstrated ability to work closely with technical staff, project managers, administration, senior management, purchasing staff, legal staff, elected officials, and constitutional officers throughout Polk County Government. This "cross-culturalism" affords key Madrid staff the opportunity to identify partnership opportunities within the various technical or administrative divisions of the County and provides opportunities to suggest or recommend methods for effective and efficient cooperation that result in overall lower initial or life cycle costs for a given project.

Madrid and key staff provide consulting services to numerous public-sector clients throughout Florida and nationally. Some of these include the U.S. Environmental Protection Agency (USEPA), Water Management Districts, Florida Department of Environmental Protection (FDEP), U.S. Army Corps of Engineers (USACOE), Cities within Polk County (Lakeland, Bartow, Winter Haven among others), City and County governments for areas immediately adjacent to Polk County, Florida Department of Transportation (multiple Districts), and others. Because of our close working relationship with these governmental, regulatory, and public agency clients, Madrid has a demonstrated ability to work efficiently and successfully with all Polk County Divisions under this Master Consulting Agreement

Team Member	FDOT	SWFWMD	SFWMD	FDEP	FFWCC	USEPA	FEMA
John Delashaw	X	X	X	X	X	X	
Len Jordan	X	X	X	X	X	X	X
Steve Tarte	X	X	X	X	X	X	X
Jason McSwain	X	X	X	X			
Andy Acosta	X						
Brett Arenas	X	X	X	X	X	X	X
Michael Graves	X	X	X	X	X	X	
Paul Passe	X	X	X	X			
Andre Kniazeff	X	X		X		X	X

Madrid and key staff have consistently earned high performance evaluation scores for project assignments with Polk County. We are deeply honored that our past performance has been well received and highly scored. We have

earned the trust of Polk County project managers and technical staff and believe that this comes from our commitment to excellence as well as a desire to serve them and the citizens of Polk County to the best of our ability.

Due to our previous and current work with Polk County, Madrid is intimately familiar with the County's personnel, expectations and procedures. As a long-term consultant to Polk County with key staff enjoying relationships spanning nearly 30 years of service with Polk County, we understand that our actions are a direct reflection of the County and we endeavor to serve all of our public entity clients with the level of courtesy, professionalism and integrity that is befitting this trusted role. The ability to coordinate key aspects of projects between multiple regulatory agencies is one that Madrid prides itself on being able to perform, and our previous work for both public and private sector clients demonstrates our success.

TAB 7

Timely Completions of Projects

Current and Future Projected Workload

Madrid has assembled both key staff and specially selected sub-consultant team members who will be an integral part of upcoming projects. It is our understanding that these projects could be large or small and, as such, we will assemble project teams that address the specific needs of each project. We understand the complexity of large projects and the resource commitments required to keep these projects on schedule and on budget but also know how to quickly and economically complete even the smallest of tasks.

It should be noted that Madrid considers this Continuing Services Contract (CSC) to be of the utmost importance, and we are fully committed to giving it the top-priority attention it requires. As such, regardless of the percent availability presented below, to the best of our ability we will be 100% available to the County. We make the following minimum commitments to Polk County as presented in the Staff Availability Chart below and the sections that follow. It is noted that the table includes key staff only and their availability is often greater than the minimum commitment listed; we also have other staff available that can supplement those listed below.

Key Staff Availability Chart

Name	Title	Years of Experience	Years with Madrid	% Available	Office Location	Home Location
John Delashaw	Principal Engineer, PE	33	16	20%	Bartow, FL	Winter Haven, FL
Andre Kniazeff	Sr. Geotech Engineer, PE	13	1	35%	Bartow, FL	Brandon, FL
Steve Tarte	Principal in Charge, QA/QC	26	18	15%	Tampa, FL	Tampa, FL
Paul Passe	Sr. Geotech Engineer, PE	40	3	25%	Bartow, FL	Lithia, FL
Brett Arenas	Field Services / Drilling Manager	37	3	20%	Bartow, FL	Kissimmee, FL
Jason McSwain	CMT/CEI Manager	16	16	25%	Bartow, FL	Lakeland, FL
Lennon Jordan	Chief Structural Engineer	45	15	20%	Bartow, FL	Bartow, FL
Andy Acosta	Lab Manager	17	2	20%	Bartow, FL	Wimauma, FL

Availability of the Project Team Members - Madrid's staff at our Bartow headquarters consists of seventeen (17) full-time field inspectors and technicians for CMT/CEI work, five (5) Florida Registered Professional Engineers (10 when including staff in our Tampa office), and one (1) Florida Registered Professional Geologist. Madrid has four (4) full-time drill crews and a total of three (3) full-time laboratory technicians. As each new task order is received a project manager is assigned within the appropriate internal department based on the nature of the work. It is the assigned project manager's first responsibility to communicate with the County to understand scope, schedule and expectations and then to assign the appropriate personnel and resources to complete the required task(s) in a timely manner. The workload handled by these team members varies significantly from day-to-day and week-to-week, however Madrid prides itself on effectively utilizing its available resources in order to ensure assignments are met. Based on our current

and future projected workload, we are confident that Madrid will have the ability and resources available to meet any and all needs the County may have over the duration of this contract.

Project Manager Commitment – Because of the multi-disciplinary nature of this CSC, Madrid has selected a Service Area Lead for each of the two primary disciplines requested. We recognize the important role of these Lead roles and their extensive background and history not only with this specific type of contract, but others completed in the past for numerous Public Agency clients including Polk County. They will maintain the project's work flow, meet production schedule and project milestones, and we commit to Polk County that task orders resulting from this CSC will be our Contract Manager John Delashaw's top priority. In addition, the Geotechnical and CMT/CEI Service Area Leads, Mr. Kniazeff and Mr. McSwain, will have the same directive that this CSC be a top priority and resources be allocated as necessary to meet the project demands.

Schedule

Schedule development and adherence to the schedule is the foundation for effective project management. Dovetailed with the schedule is identifying and complying with scope requirements and the effective management of project budgets. Madrid's project managers and key team members are known for meeting schedules, often completing assignments early, and receive outstanding consultant service evaluations from their clients, both public sector and private.

All major activities and deliverables are identified on the schedule established at the beginning of the project; this schedule is established based on an understanding of the County's needs for each assignment. Deliverable dates are shown as project milestones. Activities required to meet these milestones are identified and prioritized so that critical items are properly addressed and known by all team members. Two areas of particular importance are the identification of applicable review and comment cycles, and consideration of external constraints placed on the schedule by third parties for which there may be little or no control with respect to their timely reviews and/or performance, but that can have a significant impact on project progress.

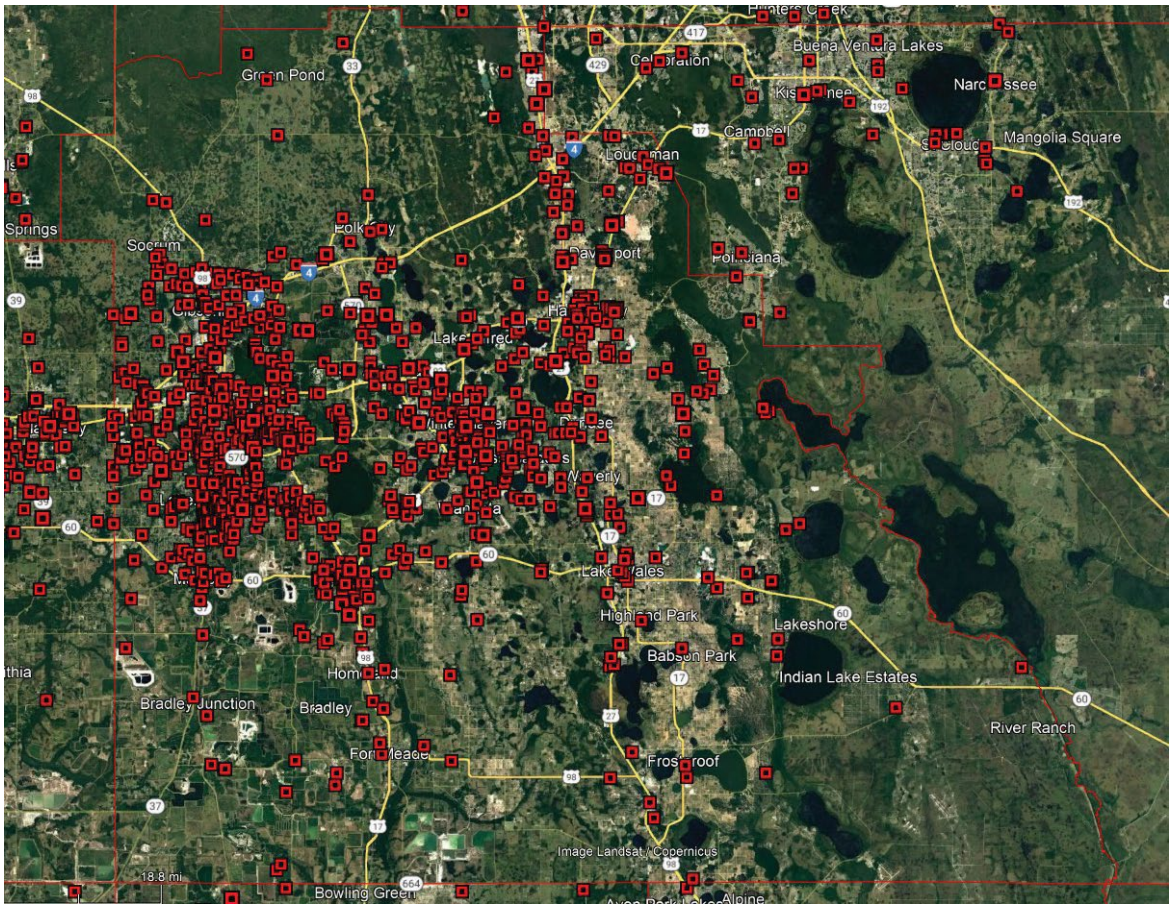
The capability to meet deadlines is determined in large measure by:

- **Knowledge and Experience of Project Team**. We have selected Project Team members who are very familiar with Polk County's specific needs, which have successfully worked with and for Polk County and other clients, and are also uniquely qualified for their assignments and boast extensive experience on similar projects.
- **Availability of the Project Team Members**. As described earlier, Madrid has examined our current and anticipated workload commitments over the period anticipated for the Continuing Services Contract and confirms that key staff and discipline managers have sufficient time available to properly execute their work on any project that may be assigned and maintain schedules.
- **Project Management Plan**. Our practice on projects of this type is to develop an effective Project Management Plan that includes an identified Project Manager, Chain of Responsibility, Detailed Scope of Work, Schedule, Communications, Project Filing and Archiving, Progress Reporting, Financial Matters, Deliverables, and Coordination Protocols.
- **Maintaining Project Schedule.** Madrid has an internal project scheduling and task management methodology that allows the PM to break down projects into small tasks and assign specific schedules and budgets to the employee completing that task. This allows the employee the ability to ensure their particular task is completed within the specified budget and schedule which helps keep the overall project on track as well.

TAB 8

Surveys of Past Performance

Madrid has completed many thousands of geotechnical and construction inspection projects across Florida with a majority of those projects in Central Florida and the highest concentration of projects is in Polk County since we are a Polk County based firm. See the map below of our previous projects in the Polk County area (every red square represents a separate project).



See attached surveys of past performance from a few recent projects.

Survey Questionnaire – Polk County

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

To: Steve McMillan (Name of Person completing survey)

Polk County (Name of Client Company/Contractor)

Phone Number: (863)860-8001 Email: SteveMcMillan@polk-county.net

Subject: Past Performance Survey of Similar work:

Project name: CRUSA (Phase I & II) Production Facility and Warehouse Material Testing

Name of Vendor being surveyed: Madrid Engineering Group

Cost of Services: Original Cost: $66,995.00 Ending Cost: $66,988.75

Contract Start Date: 06/29/2017 Contract End Date: 03/21/2019

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Steve McMillan

Signature of Evaluator: Steve McMillan

Please fax or email the completed survey to: _____

Survey Questionnaire – Polk County

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

To: James Tully (Name of Person completing survey)

Polk County Utilities Administration (Name of Client Company/Contractor)

Phone Number: (863)344-1848 Email: JamesTully@polk-county.net

Subject: Past Performance Survey of Similar work:

Project name: Gibson Oaks Pipeline - Addendum Geotechnical Services

Name of Vendor being surveyed: Madrid Engineering Group

Cost of Services: Original Cost: $4,320.00 Ending Cost: $4,288.75

Contract Start Date: 10/2019 Contract End Date: 12/2019

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	9
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	8
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	9
5	Close out process	(1-10)	8
6	Ability to communicate with Client's staff	(1-10)	8
7	Ability to resolve issues promptly	(1-10)	9
8	Ability to follow protocol	(1-10)	9
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	9
12	Ability to offer solid recommendations	(1-10)	9
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	9

Printed Name of Evaluator James Tully

Signature of Evaluator: JT

Please fax or email the completed survey to: _____

SURVEYS OF PAST PERFORMANCE

Survey Questionnaire – Polk County

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

To: Jay Jarvis (Name of Person completing survey)

Polk County (Name of Client Company/Contractor)

Phone Number: (863)535-2200 Email: JayJarvis@polk-county.net

Subject: Past Performance Survey of Similar work:

Project name: Lake Lowery Geotechnical Services

Name of Vendor being surveyed: Madrid Engineering Services

Cost of Services: Original Cost: $8,692.50 Ending Cost: $8,582.00

Contract Start Date: 10/2022 Contract End Date: 11/2022

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	9
6	Ability to communicate with Client's staff	(1-10)	9
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	9
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Jay M. Jarvis, P.E., Director

Signature of Evaluator:

Please fax or email the completed survey to:

Survey Questionnaire – Polk County

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

To: Steve McMillan (Name of Person completing survey)

Polk County (Name of Client Company/Contractor)

Phone Number: (863)860-8001 Email: SteveMcMillan@polk-county.net

Subject: Past Performance Survey of Similar work:

Project name: Mulberry Fire Rescue Station

Name of Vendor being surveyed: Madrid Engineering Group

Cost of Services: Original Cost: $16,865.00 Ending Cost: $15,090.00

Contract Start Date: 04/10/2018 Contract End Date: 02/16/2019

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Steve McMillan

Signature of Evaluator: Steve McMillan

Please fax or email the completed survey to: _____

Survey Questionnaire – Polk County

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

To: Jay Jarvis (Name of Person completing survey)

Polk County (Name of Client Company/Contractor)

Phone Number: (863)535-2200 Email: JayJarvis@polk-county.net

Subject: Past Performance Survey of Similar work:

Project name: Johnson Avenue Sinkhole Invest/Remediation Roads & Drainage Geotechnical Services

Name of Vendor being surveyed: Madrid Engineering Group

Cost of Services: Original Cost: $99,618.40 Ending Cost: $91,081.25

Contract Start Date: 12/2018 Contract End Date: 04/2019

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Jay M. Jarvis

Signature of Evaluator:

Please fax or email the completed survey to:

Survey Questionnaire – Polk County

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

To: Steve McMillan (Name of Person completing survey)

Polk County (Name of Client Company/Contractor)

Phone Number: (863)860-8001 Email: SteveMcMillan@polk-county.net

Subject: Past Performance Survey of Similar work:

Project name: Polk County Roads and Drainage Annex

Name of Vendor being surveyed: Madrid Engineering Group

Cost of Services: Original Cost: $23,570.50 Ending Cost: $19,222.75

Contract Start Date: 09/23/2019 Contract End Date: 07/14/2020

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Steve McMillan

Signature of Evaluator: Steve McMillan

Please fax or email the completed survey to: _____

Survey Questionnaire – Polk County

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

To: Jay Jarvis (Name of Person completing survey)

Polk County (Name of Client Company/Contractor)

Phone Number: (863)535-2200 Email: JayJarvis@polk-county.net

Subject: Past Performance Survey of Similar work:

Project name: Power Line Road Subsidence Invest Roads & Drainage Geotechnical Services

Name of Vendor being surveyed: Madrid Engineering Group

Cost of Services: Original Cost: $17,683.00 Ending Cost: $17,681.75

Contract Start Date: 06/2022 Contract End Date: 08/2022

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Jay M. Jarvis

Signature of Evaluator:

Please fax or email the completed survey to:

Exhibit "B"
Fee Schedule – RFP 23-328
Schedule of Rates
Professional & Technical Services

Title	Range of Raw Labor Rates $ per Hour		Range of Hourly Billing Rates $ per Hour	
Principal Engineer	58.00	80.00	203.00	280.00
Senior Project Manager	44.00	72.00	154.00	252.00
Project Manager	32.00	63.00	112.00	220.50
Senior Engineer	35.00	68.00	122.50	238.00
Project Engineer	36.00	58.00	126.00	203.00
Engineer	24.00	42.00	84.00	147.00
Senior Geologist/Scientist	40.00	62.00	140.00	217.00
Geologist	30.00	50.00	105.00	175.00
Drilling Operations Manager	32.00	47.00	112.00	164.50
Laboratory Manager	24.00	38.00	84.00	133.00
Senior Inspector	20.00	38.00	70.00	133.00
Inspector	15.00	26.00	52.50	91.00
Senior Technician/CADD Designer	22.00	38.00	77.00	133.00
Technician	15.00	24.00	52.50	84.00
Technical Secretary/Admin Assistant	18.00	34.00	63.00	119.00

Range of Hourly Billing Rates Based on Multiplier of 3.50

Exhibit "B" (Continued)

LABOR MULTIPLIER CALCULATION

Direct Labor	1.00
Payroll Burden/Fringe Benefits, Overhead/General/Administrative	0.51
Overhead/General/Administrative	1.67
Subtotal	3.18
Profit (@ 10%)	0.32
Total Multiplier	3.50

Polk County Contract - RFP 23-328
Job Title Definitions

Descriptions and Responsibilities of Personnel			
Classification	**Position Overview**	**Responsibilities**	**Education/Experience**
Principal	Owner or top managerial position: supervises project/team managers in more than one discipline; directs marketing efforts	Oversees large projects the firm undertakes, leads presentation; can commit to fees, scope of work and schedules; quality control and quality assurance	Bachelor's Degree PE, AICP, RLA or PG required 20 or more years of experience in area of practice
Senior Project Manager	Management of complex projects involving multiple technical disciplines and/or sub-consultants; preparation of proposals, scopes and fees for projects; responsible for supervision and planning, design and construction phases of project, meeting budget and schedule	Duties similar to a Project Manager with the additional responsibilities for developing overall project management strategy, monitoring day-to-day activities of the project team, manage schedules, budgets and overall project organization, ensure requirements and project deliverables dates are clearly communicated understood and executed	Bachelor's Degree PE, AICP, RLA or PG required 8 or more years of experience in area of practice
Project Manager	Management of projects; preparation of proposals, scopes and fees for projects; responsible for supervision and planning, design and construction phases of project, meeting budget and schedule	Supervises the project to make sure it is within budget and on schedule. Prime contact with client; acts as a representative to client and manages subconsultants throughout the project; responsible for production of project and coordinates work effort and schedule with each discipline involved in the project	Bachelor's Degree PE, AICP, RLA or PG required 5 or more years of experience in area of practice

Polk County Contract - RFP 23-328
Job Title Definitions

Descriptions and Responsibilities of Personnel			
Classification	**Position Overview**	**Responsibilities**	**Education/Experience**
Senior Engineer	Supervising engineering activities of complex projects involving multiple technical disciplines and/or sub-consultants; responsible for supervision and planning, design and construction phases of project	Overseeing and conducting project activities, performing engineering analyses and reporting	Bachelor's Degree PE required 8 or more years of experience in area of practice
Project Engineer	Areas of specialization include: civil, structural traffic, geotechnical, water resources, environmental and construction. Supervises other staff members in their respective area of expertise. Responsible charge for designated area of expertise	Responsibilities include site/civil engineering design, geotechnical evaluation of reports, traffic engineering, design of water resources areas, environmental engineering evaluation and design, and/or construction observation in disciplines listed above	Bachelor's Degree PE required 5 or more years of experience in area of practice
Engineer	Areas of specialization include: civil, structural, traffic, geotechnical, water resources, environmental and construction. Works under a supervisor/registered PE in their respective area	Responsibilities include site/civil engineering, geotechnical engineering, structural engineering, traffic engineering, water resources and environmental engineering. Collects data, performs tests and analyses and/or construction observations	BS in Engineering required. EI or Graduate Engineer or Planner 0-4 years of experience
Senior Geologist/Scientist	Qualified geologist/scientist proficient in knowledge of geology and environmental issues. Considered technical expert in their area of specialization	Fully capable of performing the most technically challenging work in their area of expertise. Assist in the performance of assessments of environmentally sensitive areas and provides plans to minimize impact where necessary	BS in Geology and/or Environmental Science 8 or more years of experience

Polk County Contract - RFP 23-328
Job Title Definitions

Descriptions and Responsibilities of Personnel			
Classification	**Position Overview**	**Responsibilities**	**Education/Experience**
Geologist/Scientist	Qualified geologist/scientist proficient in knowledge of geology and environmental issues. Considered technically proficient in their area of specialization	Responsibilities include geotechnical and geology related duties. Collects data, performs tests and analyses and/or construction observations	BS in Geology and/or Environmental Science 0 to 8 yrs experience
Drilling Operations Manager	Qualified specialist ability and knowledge in the drilling industry. Manages multiple crews and responsible for resource needs and new technologies. Prepares or reviews drilling services proposals and budgets	Responsibilities may include project management, resource allocation and management, staffing and supervision, troubleshooting, implementation of specialty field services	15 or more years of experience in Florida drilling techniques and equipment
Laboratory Manager	Manages laboratory staff and resources, oversees testing, reviews results	Responsible for lab certifications, training and oversight of lab techinicans, reviews lab equipment for functionality and calibrations, orders equipment and supplies as needed.	8 or more years of experience in soils and materials testing
Senior Inspector	Advanced experience, ability and knowledge in their area of specialization. Areas include both vertical and horizontal construction	Fully capable of performing the most technically challenging work in their area of expertise. Responsibilities may include construction observation, processing of RFI's, review and coordination of construction schedules, assistance in review of pay requests	5-10 years of experience on similar projects

Polk County Contract - RFP 23-328
Job Title Definitions

Descriptions and Responsibilities of Personnel			
Classification	**Position Overview**	**Responsibilities**	**Education/Experience**
Inspector	Qualified inspector proficient in their area of expertise. Areas include both vertical and horizontal construction	Performs inspection work under supervision of senior inspector or project manager. Prepare daily and weekly reports of construction activities and progress	1-5 years of experience on similar projects, or 2 years of specialized training beyond high school level
Senior Technician/CADD Designer	Advanced experience, ability and knowledge in their area of specialization, including but not limited to planning, engineering, architecture or landscape architecture	Fully capable of performing the most technically challenging work in their area of expertise. Work includes basic planning and/or design tasks, preparation of planning and construction documents in CADD or manually generated drawings	5-10 years of experience on similar projects
Technician	Qualified technician in their area(s) of expertise, including but not limited to planning, engineering, or architecture	Performs routine work under general supervision of project manager or technical discipline leader, including CADD and manually generated documents and drawings	1-5 years of experience on similar projects, or 2 years of specialized training beyond high school
Technical Secretary/Admin Assistant	Experience in customer service, handling office machines, mail, data entry, supplies. Provides support to Principal staff.	Performs general office duties as customer service, handling office machines, handling mail, data entry, ordering supplies. Proficient with internet, word, excel. Invoicing, collections, scheduling	High school diploma 1-2 years of work experience on similar position or 2 years of specialized training beyond high school

Madrid Engineering Group, Inc. dba Madrid CPWG

2023 Master Standard Fee Schedule for Field & Lab Services

2030 State Road 60 East / Bartow, FL / 33830 / 863-533-9007

August AFP#	*EXHIBIT "A" SPECIFIC SERVICES* *POLK COUNTY - PROFESSIONAL GEOTECHNICAL SERVICES AND CONSTRUCTION MATERIAL TESTING RFP 23-328*	UNIT	2023 RATE
100	Aggregate Acid Insol Retained 200 Sieve FM 5-510	Each	$ 95.00
101	Aggregate Carbonates & Organic Matter FM 5-514	Each	$ 315.50
104	Aggregate Sieve Analysis of Fine & Coarse AASHTO T27	Each	$ 81.00
105	Aggregate Soundness AASHTO T104	Each	$ 350.00
106	Aggregate Specific Gravity/Absorption Coarse AASHTO T85	Each	$ 94.30
107	Aggregate Total Moisture Content by Drying AASHTO T255	Each	$ 45.50
108	Aggregate Unit Mass & Voids AASHTO T19	Each	$ 63.00
200	Asphalt Bulk Specific Gravity FM 1-T166 (total density)	Each	$ 79.00
201	Asphalt Content FM 5-563	Each	$ 158.00
203	Asphalt Gradation & Content FM 1-T030 & FM 5-563	Each	$ 250.00
204	Asphalt Gradation FM 1-T030	Each	$ 97.00
206	Asphalt Los Angeles (LA) Abrasion Coarse Agg FM 3-C535	Each	$ 385.00
207	Asphalt Los Angeles (LA) Abrasion Small Agg FM 1-T096	Each	$ 370.00
208	Asphalt Max Specific Gravity FM 1-T209	Each	$ 220.00
209	Asphalt Pavement Coring – 4” dia with Base Depth Check	Each	$ 231.50
210	Asphalt Pvmt. Coring – 4” dia without Base Depth Check	Each	$ 185.00
211	Asphalt Pavement Coring – 6” dia with Base Depth Check	Each	$ 245.00
212	Asphalt Pavement Coring – 6” dia without Base Depth Check	Each	$ 202.00
300	Concrete Beam Flexural Testing ASTM C78	Each	$ 63.00
301	Concrete Compressive Strength of Mortar ASTM C109	Each	$ 33.50
302	Concrete Cylinder Curing & Breaking ASTM C39	Each	$ 36.00
303	Concrete Drilled Cores & Sawed Beams ASTM C42	Each	$ 63.00
304	Concrete Masonry Unit Sampling & Testing ASTM C140	Each	$ 138.00
305	Concrete Pavement Coring - 4" Dia	Each	$ 204.00
306	Concrete Pavement Coring - 6" Dia	Each	$ 230.00
401	Geo Auger Borings-Hand & Truck/Mud Bug	Foot	$ 12.00
402	Geo Auger Borings-Track	Foot	$ 15.50
405	Geo Barge (Owned)	Day	$ 3,275.00
407	Geo Chainsaw (Owned)	Day	$ 145.00
408	Geo Concrete Pad & Cover for Monitoring Wells (4'x2'x2')	Each	$ 335.00
409	Geo CPT Truck/Mud Bug 0-50 Ft	Foot	$ 14.75
410	Geo CPT Truck/Mud Bug 50-100 Ft	Foot	$ 16.00
411	Geo CPT Truck/Mud Bug 100-150 Ft	Foot	$ 18.00
412	Geo CPT Truck/Mud Bug 150-200 Ft	Foot	$ 22.00
415	Geo Double Ring Infiltration ASTM D3385	Each	$ 600.00
418	Geo Drill Crew Support Vehicle	Day	$ 240.00
422	Geo Extra SPT Samples-Barge/Track/Amphibious 0-50 Ft	Each	$ 85.00
423	Geo Extra SPT Samples-Barge/Track/Amphibious 50-100 Ft	Each	$ 92.00
424	Geo Extra SPT Samples-Barge/Track/Amphibious 100-150 Ft	Each	$ 102.00
425	Geo Extra SPT Samples-Barge/Track/Amphibious 150-200 Ft	Each	$ 114.00

August AFP#	*EXHIBIT "A" SPECIFIC SERVICES* *POLK COUNTY - PROFESSIONAL GEOTECHNICAL SERVICES AND* *CONSTRUCTION MATERIAL TESTING RFP 23-328*	UNIT	2023 RATE
426	Geo Extra SPT Samples-Barge/Track/Amphibious 200-250 Ft	Each	$ 127.00
427	Geo Extra SPT Samples-Truck/Mud Bug 0-50 Ft	Each	$ 72.50
428	Geo Extra SPT Samples-Truck/Mud Bug 50-100 Ft	Each	$ 80.00
429	Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	$ 90.00
430	Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	$ 102.50
431	Geo Extra SPT Samples-Truck/Mud Bug 200-250 Ft	Each	$ 115.00
432	Geo Field Permeability 0-10 Ft Open-End Borehole Method	Each	$ 400.00
433	Geo Field Permeability 10-25 Ft Open-End Borehole Method	Each	$ 525.00
435	Geo Grout Boreholes- Barge/Track/Amphibious 0-50 Ft	Foot	$ 9.50
436	Geo Grout Boreholes- Barge/Track/Amphibious 50-100 Ft	Foot	$ 11.00
437	Geo Grout Boreholes- Barge/Track/Amphibious 100-150 Ft	Foot	$ 15.50
438	Geo Grout Boreholes- Barge/Track/Amphibious 150-200 Ft	Foot	$ 20.00
439	Geo Grout Boreholes- Barge/Track/Amphibious 200-250 Ft	Foot	$ 24.50
440	Geo Grout Boreholes- Truck/Mud Bug 0-50 Ft up to 4" diam	Foot	$ 6.50
441	Geo Grout Boreholes- Truck/Mud Bug 50-100 Ft up to 4" diam	Foot	$ 8.00
442	Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft up to 4" diam	Foot	$ 11.50
443	Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft up to 4" diam	Foot	$ 15.50
444	Geo Grout Boreholes- Truck/Mud Bug 200-250 Ft up to 4" diam	Foot	$ 17.00
445	Geo Grouted Monitor Well 2" 0-50 Ft	Foot	$ 38.00
446	Geo Hand Auger with DCP (hand CPT) ASTM D1452	Foot	$ 24.00
447	Geo Hand Auger with SCP (hand probe) ASTM D1453	Foot	$ 21.00
449	Geo Noise Monitoring	Hour	$ 200.00
450	Geo Piezometer 2in 0-50 Ft	Foot	$ 46.50
452	Geo Rock Coring Brg/Track/Amph 0-50 Ft 4" ID & over	Foot	$ 67.00
453	Geo Rock Coring Brg/Track/Amph 0-50 Ft less than 4" ID	Foot	$ 61.00
454	Geo Rock Coring Brg/Track/Amph 50-100 Ft 4" ID & over	Foot	$ 77.00
455	Geo Rock Coring Brg/Track/Amph 50-100 Ft less than 4" ID	Foot	$ 73.00
456	Geo Rock Coring Brg/Track/Amph 100-150 Ft 4" ID & over	Foot	$ 98.00
457	Geo Rock Corg Brg/Track/Amph 100-150 Ft less than 4" ID	Foot	$ 85.00
458	Geo Rock Corg Brg/Track/Amph 150-200 Ft 4" ID & over	Foot	$ 112.50
459	Geo Rock Corg Brg/Track/Amph 150-200 Ft less than 4" ID	Foot	$ 100.50
460	Geo Rock Corg Brg/Track/Amph 200-250 Ft 4" ID & over	Foot	$ 130.50
461	Geo Rock Corg Brg/Track/Amph 200-250 Ft less than 4" ID	Foot	$ 110.00
462	Geo Rock Coring Truck/Mud Bug 0-50 Ft 4" ID & over	Foot	$ 60.00
463	Geo Rock Coring Truck/Mud Bug 0-50 Ft less than 4" ID	Foot	$ 45.50
464	Geo Rock Coring Truck/Mud Bug 50-100 Ft 4" ID over	Foot	$ 64.00
465	Geo Rock Coring Truck/Mud Bug 50-100 Ft less than 4" ID	Foot	$ 55.00
466	Geo Rock Coring Truck/Mud Bug 100-150 Ft 4" ID & over	Foot	$ 75.00
467	Geo Rock Coring Truck/Mud Bug 100-150 Ft less than 4" ID	Foot	$ 62.00
468	Geo Rock Coring Truck/Mud Bug 150-200 Ft 4" ID & over	Foot	$ 88.00

August AFP#	*EXHIBIT "A" SPECIFIC SERVICES* *POLK COUNTY - PROFESSIONAL GEOTECHNICAL SERVICES AND CONSTRUCTION MATERIAL TESTING RFP 23-328*	UNIT	2023 RATE
469	Geo Rock Coring Truck/Mud Bug 150-200 Ft less than 4" ID	Foot	$ 72.00
470	Geo Rock Coring Truck/Mud Bug 200-250 Ft 4" ID & over	Foot	$ 106.00
471	Geo Rock Coring Truck/Mud Bug 200-250 Ft less than 4" ID	Foot	$ 82.00
472	Geo Saximeter Testing	Hour	$ 165.00
473	Geo SPT Barge/Track/Amphibious 0-50 Ft	Foot	$ 23.00
474	Geo SPT Barge/Track/Amphibious 50-100 Ft	Foot	$ 29.00
475	Geo SPT Barge/Track/Amphibious 100-150 Ft	Foot	$ 47.50
476	Geo SPT Barge/Track/Amphibious 150-200 Ft	Foot	$ 65.00
477	Geo SPT Barge/Track/Amphibious 200-250 Ft	Foot	$ 73.50
478	Geo SPT Truck/Mud Bug 0-50 Ft	Foot	$ 16.00
479	Geo SPT Truck/Mud Bug 50-100 Ft	Foot	$ 19.00
480	Geo SPT Truck/Mud Bug 100-150 Ft	Foot	$ 30.00
481	Geo SPT Truck/Mud Bug 150-200 Ft	Foot	$ 40.50
482	Geo SPT Truck/Mud Bug 200-250 Ft	Foot	$ 45.50
483	Geo Temp Casing 3" Barge/Track/Amphibious 0-50 Ft	Foot	$ 15.00
484	Geo Temp Casing 3" Barge/Track/Amphibious 50-100 Ft	Foot	$ 18.00
485	Geo Temp Casing 3" Barge/Track/Amphibious 100-150 Ft	Foot	$ 21.00
486	Geo Temp Casing 3" Barge/Track/Amphibious 150-200 Ft	Foot	$ 26.00
487	Geo Temp Casing 3" Barge/Track/Amphibious 200-250 Ft	Foot	$ 32.00
488	Geo Temp Casing 3" Truck/Mud Bug 0-50 Ft	Foot	$ 10.50
489	Geo Temp Casing 3" Truck/Mud Bug 50-100 Ft	Foot	$ 13.50
490	Geo Temp Casing 3" Truck/Mud Bug 100-150 Ft	Foot	$ 17.00
491	Geo Temp Casing 3" Truck/Mud Bug 150-200 Ft	Foot	$ 20.50
492	Geo Temp Casing 3" Truck/Mud Bug 200-250 Ft	Foot	$ 22.00
493	Geo Temp Casing 4" Barge/Track/Amphibious 0-50 Ft	Foot	$ 18.00
494	Geo Temp Casing 4" Barge/Track/Amphibious 50-100 Ft	Foot	$ 20.00
495	Geo Temp Casing 4" Barge/Track/Amphibious 100-150 Ft	Foot	$ 22.00
496	Geo Temp Casing 4" Barge/Track/Amphibious 150-200 Ft	Foot	$ 25.00
497	Geo Temp Casing 4" Barge/Track/Amphibious 200-250 Ft	Foot	$ 30.00
498	Geo Temp Casing 4" Truck/Mud Bug 0-50 Ft	Foot	$ 12.00
499	Geo Temp Casing 4" Truck/Mud Bug 50-100 Ft	Foot	$ 15.00
500	Geo Temp Casing 4" Truck/Mud Bug 100-150 Ft	Foot	$ 17.00
501	Geo Temp Casing 4" Truck/Mud Bug 150-200 Ft	Foot	$ 19.00
502	Geo Temp Casing 4" Truck/Mud Bug 200-250 Ft	Foot	$ 23.00
503	Geo Temp Casing 6" Barge/Track/Amphibious 150-200 Ft	Foot	$ 39.00
504	Geo Temp Casing 6" Barge/Track/Amphibious 200-250 Ft	Foot	$ 46.00
505	Geo Temp Casing 6" Barge/Track/Amphibious 0-50 Ft	Foot	$ 21.00
506	Geo Temp Casing 6" Barge/Track/Amphibious 50-100 Ft	Foot	$ 25.00
507	Geo Temp Casing 6" Barge/Track/Amphibious 100-150 Ft	Foot	$ 32.00
508	Geo Temp Casing 6" Truck/Mud Bug 0-50 Ft	Foot	$ 17.00

August AFP#	*EXHIBIT "A" SPECIFIC SERVICES* *POLK COUNTY - PROFESSIONAL GEOTECHNICAL SERVICES AND CONSTRUCTION MATERIAL TESTING RFP 23-328*	UNIT	2023 RATE
509	Geo Temp Casing 6" Truck/Mud Bug 50-100 Ft	Foot	$ 19.00
510	Geo Temp Casing 6" Truck/Mud Bug 100-150 Ft	Foot	$ 21.00
511	Geo Temp Casing 6" Truck/Mud Bug 150-200 Ft	Foot	$ 25.00
512	Geo Temp Casing 6" Truck/Mud Bug 200-250 Ft	Foot	$ 29.00
514	Geo Truck/Mud Bug Mobil (30 miles straightline distance)	Each	$ 630.00
515	Geo Undisturbed Samples Barge/Track/Amphibious 0-50 Ft	Each	$ 225.00
516	Geo Undisturbed Samples Barge/Track/Amphibious 50-100 Ft	Each	$ 249.00
517	Geo Undisturbed Samples Brg/Track/Amph 100-150 Ft	Each	$ 300.00
518	Geo Undisturbed Samples Brg/Track/Amph 150-200 Ft	Each	$ 355.00
519	Geo Undisturbed Samples Truck/Mud Bug 0-50 Ft	Each	$ 195.00
520	Geo Undisturbed Samples Truck/Mud Bug 50-100 Ft	Each	$ 205.00
521	Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	$ 225.00
522	Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	$ 255.00
523	Geo Vibration and Noise Monitoring (10 hr day max)	Day	$ 1,475.00
524	Geo Vibration Monitoring (10 hr day max)	Day	$ 1,250.00
525	Geo Well Development	Hour	$ 185.00
531	Geo Truck/Mudbug Drill Rig and Crew (2-person)	Hour	$ 240.00
532	Geo Truck/Mudbug Drill Rig and Crew (3-person)	Hour	$ 300.00
533	Geo Track/Barge Drill Rig and Crew (2-person)	Hour	$ 275.00
534	Geo Track/Barge Drill Rig and Crew (3-person)	Hour	$ 355.00
539	Geo Wash Boring 0-50 Ft	LF	$ 12.00
540	Geo Wash Boring 50-100 Ft	LF	$ 14.00
541	Geo Wash Boring 100-150 Ft	LF	$ 19.00
542	Geo Wash Boring 150-200 Ft	LF	$ 22.00
543	Geo Wash Boring 200-250 Ft	LF	$ 24.00
602	Mobilization - Vibration Monitoring Equipment	Each	$ 280.00
603	Mobilization Asphalt Coring Equipment	Each	$ 400.00
606	Mobilization Concrete Coring	Each	$ 400.00
607	Mobilization Cone Penetrometer Test Rig (<100 miles one way)	Each	$ 950.00
609	Mobilization Drill Rig Barge Mount	Each	$ 10,000.00
610	Mobilization Drill Rig Track Mount	Each	$ 3,000.00
611	Mobilization Drill Rig Trailer Mount	Each	$ 660.00
612	Mobilization Drill Rig Truck Mount (<100 miles 1-way)	Each	$ 600.00
614	Mobilization Mudbug/All Terrain Vehicle	Each	$ 1,375.00
618	Mobilization Support Boat	Each	$ 545.00
619	Mobilization Tri-Pod	Each	$ 1,500.00
621	Mob Barge Large w/ Crane (permit required)	Each	$ 35,000.00
622	Mob Barge Small w/ Crane (permit not required)	Each	$ 26,600.00
700	MOT Arrow Board	Each	$ 85.00
701	MOT Attenuator Truck	Hour	$ 235.00

August AFP#	*EXHIBIT "A" SPECIFIC SERVICES* *POLK COUNTY - PROFESSIONAL GEOTECHNICAL SERVICES AND CONSTRUCTION MATERIAL TESTING RFP 23-328*	UNIT	2023 RATE
702	MOT Channelizing Devices – Type I, II, VP, Drum (each)	Each	$ 6.20
703	MOT Light Tower	Each	$ 222.50
704	MOT Portable Changeable Message Sign (PCMS)	Each	$ 235.00
705	MOT Portable Lighting	Each	$ 165.00
706	MOT Portable Sign	Each	$ 53.00
708	MOT Provide Channelizing Devices – Cone	Each	$ 6.50
711	MOT Shadow Vhcle w/ Advanced Warning Arrow Board (AWA)	Hour	$ 185.00
712	MOT Support Vehicle / Support Truck	Hour	$ 155.00
800	Soils Chloride Soil or Water FM 5-552	Each	$ 100.00
802	Soils One Dim. Consol AASHTO T216 / ASTM D2435 (up to 12 Loads)	Each	$ 630.00
804	Soils Consol-Extend Load Incrmnts AASHTO T216 / ASTM D2435	Each	$ 189.00
805	Soils Corrosion Series FM 5-550 through 5-553	Each	$ 280.00
806	Soils Direct Shear Consolid Drained / Point AASHTO T236 / ASTM D3080	Each	$ 455.00
808	Soils Flexible Wall Permeability ASTM D5084	Each	$ 525.00
809	Soils Hydrometer Only AASHTO T88 / ASTM D422	Each	$ 160.00
810	Soils Limerock Bearing Ratio (LBR) FM 5-515	Each	$ 395.00
811	Soils Liquid Limit AASHTO T89	Each	$ 63.00
812	Soils Materials Finer than 200 Sieve FM 1-T011	Each	$ 50.00
817	Soils Moisture Content Laboratory AASHTO T265	Each	$ 18.00
818	Soils Moisture Content Microwave AASHTO D4643	Each	$ 21.00
819	Soils Organic Content Ignition FM 1 T-267	Each	$ 48.00
821	Soils Particle Size Anlys AASHTO T88 (Incl. Hydrometer)	Each	$ 200.00
822	Soils Particle Size Anlys AASHTO T88 (No Hydrometer)	Each	$ 79.00
823	Soils Permeability Constant Head AASHTO T215	Each	$ 362.00
824	Soils Permeability Falling Head FM 5-513	Each	$ 375.00
825	Soils pH Soil or Water FM 5-550	Each	$ 47.00
826	Soils Plastic Limit & Plasticity Index AASHTO T89/T90 / ASTM D4318	Each	$ 69.00
827	Soils Proctor Modified FM 1-T180 / ASTM D1557	Each	$ 143.00
828	Soils Proctor Standard AASHTO T99 / ASTM D698	Each	$ 138.00
829	Soils Resistivity Soil or Water FM 5-551	Each	$ 61.00
831	Soils Specific Gravity AASHTO T100	Each	$ 85.00
832	Soils Split Tensile Strgth of Rock Cores ASTM D3967	Each	$ 155.00
833	Soils Sulfate Soil or Water FM 5-553	Each	$ 74.00
834	Soils Swell Potential (ASTM D4546)	Test	$ 180.00
836	Soils Tri Cnsl-Undrn (CU) Pt\Cell AASHTO T297 / ASTM D4767	Each	$ 650.00
837	Soil Tri Uncsl-Undrn (UU) Pt\Cell AASHTO T296 / ASTM D2850	Each	$ 550.00
838	Soils Unconfined Compression - Rock ASTM D7012, Method C	Each	$ 155.00
839	Soils Unconfined Compress - Soil AASHTO T208/ASTM D2166	Each	$ 230.00

Madrid Engineering Group, Inc. dba Madrid CPWG

2023 Master Standard Fee Schedule for Field & Lab Services

2030 State Road 60 East / Bartow, FL / 33830 / 863-533-9007

August	*EXHIBIT "A" SPECIFIC SERVICES*		2023
	POLK COUNTY - PROFESSIONAL GEOTECHNICAL SERVICES AND		
AFP#	*CONSTRUCTION MATERIAL TESTING RFP 23-328*	**UNIT**	**RATE**
	OTHER TESTING SERVICES		
	Geo Rock Coring Equipment or Core Boxes	Quote	
	Crane Rental	Quote	
	Core equipment rental	Quote	
	Geo Hand Probe (cone-tip penetromter)	Quote	
	Mobilization between widely spaced borings, cores or wells	Quote	
	Geo Bollards installed for Monitoring Wells	Each	$ 115.00
	Geo Engraved ID Tag for Monitoring Wells	Each	$ 40.00
	Geo Well Permit	Each	$ 350.00
	Wash Drilling - 6"	Foot	$ 17.00
	Mobilization of crew, specialty equipment, or 100+ miles 1-way	Quote	
	Bulk sample collection (max 2 buckets/bags per sample, <3' depth)	Each	$ 85.00
	Other misc geotechnical field services (quote per job)	Quote	
	Sample Storage (up to 5 years) (per box of up to 12 sample jars)	Each	$ 35.00
	Manual Shallow Test Pit Excavation (2' x 2' x 2' typical)	Each	$ 115.00
	Manual Shallow Test Pit Excavation w/auger boring	Each	$ 160.00
	Seasonal High Water Table Evaluation	Each	$ 175.00
	Undisturbed Shallow Sample Collection (2 per Test Pit)	Each	$ 85.00
	Floor Slab Elevation Survey (per floor, 4000sf or less)	Each	$ 800.00
	Geo Permit for ROW Access (quote per job)	Quote	
	Madrid CPWG or Subcontracted Survey Services (quote per job)	Quote	
	Geo Subcontracted Geophysical Services (quote per job)	Quote	
	MOT 2 Flaggers and portable signs/cones	Day	$ 1,350.00
	MOT 2 Flaggers and portable signs/cones (1/2 day only)	Each	$ 825.00
	Thickness Determination-Roadway Sub-base (minimum 4 per trip)	Each	$ 40.00
	Thickness Determination-Roadway Base(minimum 4 per trip)	Each	$ 40.00
	Width of Roadway (each)	Each	$ 28.00
	Misc Equipment Rental	Quote	
	Falling Head Permeability (in well)	Each	$ 500.00
	Soils Carbonate Content (Rapid) ASTM D4373	Each	$ 86.00
	Soils Sample Prep for consol, triax, perm, or UC	Each	$ 150.00
	Aggregate Unit Mass & Voids AASHTO T19	Each	$ 75.00
	Concrete Air Tests (ASTM C231) per set of 3	Each	$ 32.00
	Concrete Unit Weight (ASTM C138) per set of 3	Each	$ 35.00
	Concrete slump tests	Each	$ 24.00
	Concrete Compressive Strength of Grout Prisms ASTM C1019	Each	$ 37.50
	Concrete Sulfur Capping ASTM C617	Each	$ 35.00
	Soils Unit Weight, Porosity & Field Capacity (ASTM D7263)	Each	$ 86.00
	Shipping of samples to specialty lab or other location	Quote	

Fran McAskill
Director
Procurement Division

330 West Church Street
P.O. Box 9005, Drawer AS05
Bartow, Florida 33831-9005
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www.polk-county.net

EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

1. Reproduction Cost

A. Regular Copying	Single Side	Double Sided
8 ½ x 11 (black & white)	$ 0.15/page	$ 0.25/sheet
8 ½ x 11 (color)	$ 0.30/page	$ 0.40/sheet
8 ½ x 14 (black & white)	$ 0.15/page	$ 0.25/sheet
8 ½ x 14 (color)	$ 0.30/page	$..0.40/sheet
11 x 17 (black & white)	$ 0.25/page	$ 0.35/sheet
11 x 17 (color)	$ 0.40/page	$ 0.50/sheet
9 ½ x 24 Single Side Only	$ 1.00/page	
17 x 22 Single Side Only	$ 2.00/page	
18 x 24 Single Side Only	$ 2.00/page	
24 x 36 Single Side Only	$ 3.00/page	
30 x 30 Single Side Only	$ 5.00/page	
32 x 34 Single Side Only	$ 5.00/page	
Other sizes-per square inch	$ 0.03/page	
Compact Digital Disk	$ 6.00/disk	
B. Blueprint Copy		$10.00/page

2. Subcontractor Services — Actual Costs
3. Special Consultants — Actual costs
4. Computer Services — Non-reimbursable
5. Travel Expenses — In accordance with Chapter 112.061, F.S.; and further defined in the Polk County Employee Handbook.
6. Postage, Fed Express, UPS — Actual Costs
7. Pre-approved Equipment (includes purchase and rental of equipment used in project) — Actual Costs

MASTER CONSULTING AGREEMENT

THIS AGREEMENT is entered into as of the Effective Date (defined in Section 1.1 below) by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida 33830, and MC Squared, LLC. (the "Consultant") a Florida limited liability company, located at 5911 Breckenridge Parkway, Suite G, Tampa, Florida 33610, and whose Federal Employer Identification Number is: 90-0033880.

WHEREAS, County owns and operates a variety of public facilities and improvements; and,

WHEREAS, County requires certain professional services in connection with the performance of certain professional geotechnical services and construction material testing and inspection for all Divisions in the County; and

WHEREAS, the County has solicited for these services via RFP 23-328, an advertised request for proposals (the "RFP"), and has received numerous responsive proposals thereto; and

WHEREAS, pursuant to the RFP, the County has selected the Consultant and the Consultant remains agreeable to providing the County the professional services described herein, and the Consultant represents that it is capable and prepared to do so according to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the parties hereby agree, as follows:

1.0 **Term**

1.1 This Agreement shall take effect on the date of its execution by the County (the "Effective Date").

1.2 The term of this Agreement shall be for a five (5) year time period, commencing upon the Effective Date and remaining in full force and effect thereafter, unless otherwise sooner terminated as provided herein.

2.0 **Services to Be Performed by Consultant**

2.1 Consultant shall perform the services as generally described in (i) the County's Request for Proposals RFP 23-328, to include all attachments and addenda, and (ii) the Consultant's responsive proposal thereto (collectively, (i) and (ii) are "RFP 23-328") all of which are incorporated into this Agreement by this reference, attached hereto as a composite Exhibit "A" and made a part of

this Agreement, and as may be further specifically designated and authorized by the County, in writing (collectively, the "Services"). Such authorization will be referred to as a Consultant Services Authorization ("CSA") or a Contract Purchase Order ("CPO") and all provisions of this Agreement apply to the CSA/CPO with full force and effect as if appearing in full within each CSA/CPO. Each CSA/CPO will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages, and completion date, and shall become effective upon the due execution.

2.2 The Consultant is not authorized to undertake any project without a duly executed CSA/CPO, which shall specify the work to be performed and the time to be completed. Consultant recognizes that the County may employ several different Consultants to perform the work described and that the Consultant has not been employed as the exclusive agent to perform any such services.

2.3 When the Consultant and the County enter into a CSA/CPO where the term of the CSA/CPO expires on a date that is later than the date that this Master Consulting Agreement expires, the Consultant and the County agree that the terms of this Agreement and any amendments, attachments or provisions thereof are automatically extended until the expiration (including any extension or amendment thereto) or full completion of the requirements of the CSA/CPO have been performed. Cancellation by the County of any remaining work prior to the full completion of the requirements of the CSA/CPO shall cause the terms of this Agreement to terminate at the same time. This provision only applies when the expiration of the CSA/CPO extends beyond the expiration of this Agreement. It does not apply when a CSA/CPO expires or is cancelled prior to the expiration of this Agreement.

3.0 **Compensation**

3.1 General

3.1.1 County shall pay Consultant in accordance with the "MC Squared Schedule of Rates" which is attached hereto and incorporated herein as Exhibit "B" and incorporated by reference as part of this Agreement. The MC Squared Schedule of Rates identifies all job classifications, which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the MC Squared Schedule of Rates will result in nonpayment for such services.

3.1.2 Upon the mutual agreement of the parties, the Fee Schedule, as set out in Exhibit "B" may be adjusted by a written Amendment to the Master Consulting Agreement annually beginning one year from the Effective Date of this Agreement. Such amendment must be executed by both parties and shall operate prospectively only and shall not alter fee schedules for CSA's/CPO's in effect at the time of the amendment.

3.1.3 Compensation may be negotiated as a not to exceed price or a lump sum amount on a per-project basis, on each individual CSA/CPO.

3.1.4 Invoices must reference the applicable CSA/CPO number, using an invoice form approved by the County Auditor.

3.1.5 Each individual invoice shall be due and payable forty-five (45) days after receipt by the County of correct, fully documented, invoice, in form and substance satisfactory to the County with all appropriate cost substantiations attached. All invoices shall be delivered, as applicable based on the particular project:

Polk County Roads and Drainage Division
3000 Sheffield Road,
Winter Haven, FL 33880
Attention: Director

3.1.6 In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the County. This certifies that all services have been properly performed and all charges and costs have been invoiced to the County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the Consultant.

3.1.7 Payment of the final invoice shall not constitute evidence of the County's acceptance of the work

3.1.8 Invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional documents may be requested by County and, if so requested, shall be furnished by Consultant to County Auditor's satisfaction.

3.1.9 By submission of an invoice, the project manager or designated payroll officer is deemed to be attesting to the correctness and accuracy of time charges and requested

reimbursements.

3.1.10 Pursuant to Section 3.1.4, if a not to exceed fee is negotiated, invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Alternatively, if a lump sum amount is negotiated, invoices shall be made upon the completion of each phase of the work in proportion to the Services performed, as specifically set forth in the applicable CSA or CPO. Additional documentation may be requested by the County and, if so requested, shall be furnished by the Consultant to the County Auditor's satisfaction.

3.2 Reimbursable

3.2.1 All requests for payment of out-of-pocket expenses eligible for reimbursement per the negotiated CPO or CSA shall be reimbursed in accordance with the County's Reimbursable Schedule, Exhibit "C", and include copies of paid receipts, invoices or other documentation acceptable to the County's Auditor. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Agreement, CSA, or CPO.

3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the applicable CSA or CPO, and include:

Overnight Deliveries
Reproduction
Sub-Consultant
Long Distance Telephone Calls (excluding Florida cities located outside the boundaries of Polk County)

3.2.3 Mileage and associated travel costs shall be reimbursed in accordance with F.S. 112.061 and County policy for pre-approved out-of-county travel (excluding travel from home offices located outside of Polk County to the Polk County line).

3.2.4 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the County upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the Polk County Roads and Drainage Division offices upon demand, termination of the Agreement, or the conclusion of the project, whichever occurs first.

3.2.5 Consultant shall maintain a current inventory of all such assets.

4.0 **Insurance**

4.1 General Provisions

4.1.1 Consultant shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below and provide the County with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the County to evidence such coverage before any work commences.

4.1.2 The County shall be named as an additional insured on all Consultant policies related to the project, excluding professional liability and worker's compensation. The Commercial General Liability and Worker's Compensation Liability policies shall contain a waiver of subrogation in favor of Polk County. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.

4.1.3 The Consultant's self-insured retention or deductible per line of coverage shall not exceed $25,000.00 without the permission of the County.

4.1.4 If there is any failure by the Consultant to comply with the provisions of this section, the County may, at its option, on notice to the Consultant, suspend the work for cause until there is full compliance.

4.1.5 County may, at its sole discretion, purchase such insurance at Consultant's expense provided that the County shall have no obligation to do so and if the County shall do so, it shall not relieve Consultant of its obligation to obtain insurance.

4.1.6 The Consultant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

4.1.7 All Consultants' subconsultants shall be required to include County and Consultant as additional insured on their General Liability Insurance policies.

4.1.8 In the event that subconsultants used by the Consultant do not have insurance, or do not meet the insurance limits, Consultant shall indemnify and hold harmless the County

for any claim in excess of the subconsultants' insurance coverage.

4.1.9 The Consultant shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the County.

4.2 Comprehensive Automobile Liability Insurance. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

4.3 Commercial General Liability. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

4.3.1 Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

4.3.2 Independent Contractors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

4.4 Umbrella (Excess) Liability Insurance. Umbrella Liability with limits of not less than $1,000,000.00, exclusive of defense costs, to be in excess of all other coverages. Such coverage shall be at least as broad as the primary coverages above, with any excess umbrella layers written on a strict following form basis over the primary coverage. All such policies shall be endorsed to provide defense coverage obligations.

4.5 Professional Liability Insurance. $2,000,000.00 for design errors and omissions, inclusive of defense costs. Consultant shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the County Director of Risk

Management and Insurance. The County may require the Consultant to provide a higher level of coverage for a specific project and time frame.

4.6 Performance, Payment and Other Bonds. Consultant shall furnish Performance and Payment Bonds specific to each project if required and agreed to under the CSA or CPO for the project.

4.7 Worker's Compensation. The Consultant shall provide, pay for, and maintain worker's compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

5.0 **Standard of Care**

5.1 Consultant has represented to the County that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

5.2 Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

5.3 Consultant shall, at no additional cost to County, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

5.4 The Consultant warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

6.0 **Indemnification**

6.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, County and Consultant agree to allocate such liabilities in accordance with this Section.

6.2 Indemnification.

6.2.1 Consultant, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees costs and

expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Consultant to comply with applicable laws, rules or regulations, (ii) the breach by Consultant of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Consultant's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant, its professional associates, its subcontractors, agents, and employees provided, however, that Consultant shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

6.2.2 County review, comment and observation of the Consultant's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

6.2.3 Consultant agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subconsultants and their employees, and/or for Consultant's performance of this Agreement and its work product(s).

6.3 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Agreement shall survive as if the Agreement were in full force and effect.

7.0 **Independent Contractor**

7.1 Consultant undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

7.2 County shall have no right to supervise the methods used, but County shall have the right to observe such performance.

7.3 Consultant shall work closely with County in performing Services under this Agreement.

7.4 The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and

shall have no right to speak for or bind the County in any manner.

7.5 Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

8.0 **Authority to Practice**

8.1 The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

9.0 **Public Records Law**

(a) The Consultant acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Consultant further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Consultant shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Contractor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE**

CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET

10.0 **Compliance with Laws**

10.1 In performance of the Services, Consultant shall comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards, including those now in effect and hereafter adopted.

11.0 **Subcontracting**

11.1 The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

11.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subcontractor by the County. Failure of a Subcontactor to timely or properly perform its obligations shall not relieve Consultant of its obligations hereunder.

12.0 **Federal and State Taxes**

12.1 The County is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the County will provide an exemption certificate to Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the County, nor shall the Consultant be authorized to use the County's Tax Exemption Number in securing such materials.

13.0 **Public Entity Crimes**

13.1 The Consultant understands and acknowledges that this Agreement with the

County will be voidable by the County, in the event the conditions under Section 287.133, Florida Statutes applies to the Consultant, relating to conviction for a public entity crime.

14.0 **County' s Responsibilities**

14.1 County shall be responsible for providing access to all County project sites, and providing information in the County's possession that may reasonably be required by Consultant, including; existing reports, studies, financial information, and other required data that are available in the files of the County.

15.0 **Termination of Agreement**

15.1 This Agreement may be terminated by the Consultant upon thirty (30) days prior written notice to the County in the event of substantial failure by the County to perform in accordance with the terms of the Agreement through no fault of the Consultant.

15.2 This Agreement may be terminated by the County with or without cause immediately upon written notice to the Consultant.

15.3 Unless the Consultant is in breach of this Agreement, the Consultant shall be paid for services rendered to the County's satisfaction through the date of termination.

15.4 After receipt of a Termination Notice, as described in this Article 15.0, and except as otherwise directed by the County, the Consultant shall:

15.4.1 Stop work on the date and to the extent specified.

15.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

15.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the County.

15.4.4 Continue and complete all parts of the work that have not been terminated.

16.0 **Uncontrollable Forces (Force Majeure)**

16.1 Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations

under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

17.0 **Governing Law and Venue**

17.1 This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or the United States District Court, Middle District of Florida located in Hillsborough County, Florida. Each party shall be responsible for its own attorneys' fee and other legal costs and expenses.

18.0 **Non-Discrimination**

18.1 The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

19.0 **Waiver**

19.1 A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

20.0 **Severability**

20.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

20.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

20.3 The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

20.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

21.0 **Entirety of Agreement**

21.1 The County and the Consultant agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

21.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the County and Consultant pertaining to the Services, whether written or oral.

21.3 None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

22.0 **Modification**

22.1 This Agreement may not be modified unless such modifications are evidenced in writing signed by both County and Consultant. Such modifications shall be in the form of a written Amendment executed by both parties.

23.0 **Successors and Assigns**

23.1 County and Consultant each binds itself and its partners, successors, permitted assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, permitted assigns, and legal representatives of such other party.

23.2 Consultant shall not assign this Agreement without the express written approval of the County by executed amendment, which approval may be withheld in the County's sole discretion.

23.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this agreement and such substitution shall be affirmed by the County by executed amendment.

24.0 **Contingent Fees**

24.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

25.0 **Truth-In-Negotiation Certificate**

25.1 Execution of this Agreement by the Consultant shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the Effective Date of this Agreement.

25.2 The said rates and costs shall be adjusted to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent

wage rates or due to inaccurate representations of fees paid to outside consultants. The County shall exercise its rights under this "Certificate" within one (1) year following payment.

26.0 **Ownership of Documents**

26.1 Consultant shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the County for its use and/or distribution as may be deemed appropriate by the County. Consultant is not liable for any damages, injury or costs associated with the County's use or distribution of these documents for purposes other than those originally intended by Consultant.

27.0 **Access and Audits**

27.1 Consultant shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the Consultant's place of business.

27.2 Misrepresentations of billable time or reimbursable expenses as determined by the Auditor to the Polk County Board of County Commissioners shall result in the recovery of any resulting overpayments. The County's cost of recovery shall be the sole expense of the Consultant, including accounting and legal fees, court costs and administrative expenses.

27.3 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

27.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

28.0 **Notice**

28.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to County: Roads and Drainage Division
3000 Sheffield Road
Winter Haven, FL 33880

Attention: Director

As to Consultant: MC Squared
5911 Breckenridge Parkway
Suite G
Tampa, FL 33610

28.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

28.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and County.

29.0 **Service of Process**

As to County: County Attorney
County Administration Building
330 W. Church Street, 4th Floor
Bartow, Florida 33830

As to Consultant: MC Squared
5911 Breckenridge Parkway
Suite G
Tampa, FL 33610

30.0 **Contract Administration**

30.1 Services of Consultant shall be under the general direction of the Roads and Drainage Division Director, or their successor, who shall act as the County's representative during the term of this Agreement.

31.0 **Key Personnel**

31.1 Consultant shall notify County in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to changes. Consultant at County's request shall remove without consequence to the County any

Subcontractor or employee of the Consultant and replace him/her with another employee having the required skill and experience. County has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Name: Nicholas S. Diorio

Name: Thomas Ali

Name: Winston Stewart

Name: Prashanth Vaddu

Name: Michael Wightman

Name: Marcelo Passos Ferreirs dos Reis

32.0. **Annual Appropriations**

32.1 Consultant acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation.

33.0 **Liquidated Damages**

33.1 The parties hereto agree that liquidated damages, in the amount specified in the applicable CSA/CPO, will be assessed against the Consultant for Consultant's failure to meet the final deliverable date in the Performance Schedule in the Scope of Work, but only to the extent and in proportion to Consultant's fault in causing the delay as compared to other causes, and to the extent the Consultant is not delayed by reasons beyond Consultant's reasonable control.

34.0 Employment Eligibility Verification (E-VERIFY)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

35.0 Limitation of Liability.

IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE CONSULTANT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

36.0 Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

(i) By its execution of this Agreement, the Consultant hereby certifies to the County that the Consultant is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Consultant engaged in a boycott of Israel, nor was the Consultant on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000), then the Vendor further certifies to the County as follows:

(a) the Consultant is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Consultant is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Consultant is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Consultant was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Consultant hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Consultant for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Consultant is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Consultant is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Consultant is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Consultant is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000).

37. No Construction Against Drafter

37.1 The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

38. Unauthorized Alien(s)

The Consultant shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Consultant shall also deliver a completed and

executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY M. BUTTERFIELD

By:_____
Deputy Clerk

Polk County, a political subdivision
of the State of Florida

By:_____
George Lindsey III, Chairman
Board of County Commissioners

Date Signed by County:_____

Review as to form and legal sufficiency

Sandra B. H 10/5/23
County Attorney's Office Date

ATTEST:

By:_____
Corporate Secretary

Rachael Sadler
[Print Name]

DATE: 10/10/2023

SEAL

MC SQUARED, LLC.
a Florida limited liability company

By: TA

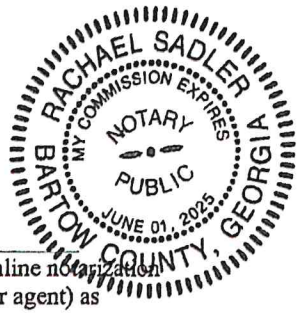
THOMAS ALI
[Print Name]

PRESIDENT
[Title]

DATE: 10/10/23

Rev 4.16.21

RACHAEL SADLER
MY COMMISSION EXPIRES
NOTARY
PUBLIC
JUNE 01, 2025
BARTOW COUNTY, GEORGIA



ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF Georgia County OF Cobb

The foregoing instruments was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 10/10/2023 (Date) by Thomas A. (Name of officer or agent) as President/COO (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 10/10/2023 (Date) _____ (Official Notary Signature and Notary Seal)

Rachael Sadler (Name of Notary typed, printed or stamped)

Commission Number NA Commission Expiration Date 06/01/2025

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ (Date) by _____ (Name of officer or agent) as _____ (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____ (Date) _____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ (Date) By _____ (Name of acknowledging) who personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____ (Date) _____ (Official Notary Signature and Notary Seal) _____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization this _____(Date) by _____ (Name of acknowledging partner or agent) on behalf of _____a partnership. He/She personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced_____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date) _

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

Exhibit A

RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal proposals from vendors that are interested in providing professional services to support the needs of the County for geotechnical services and construction material testing and inspection here as described herein. Sealed proposals must be received in the Procurement Division, prior to the due date and time listed below.

RFP Number and Title: 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

Description: Provide professional services to support the needs of the County for geotechnical services and construction material testing and inspection.

Receiving Period: Prior to 2:00 p.m., Wednesday, June 7, 2023

Bid Opening: Wednesday, June 7, 2023, at 2:00 p.m. or as soon as possible thereafter.

This form is for RFP registration only. Please scroll down for additional information.

Questions regarding this RFP must be in writing and must be sent to Michael Guerrero Sr. Procurement Analyst, via email at michaelguerrero@polk-county.net or via fax at (863) 534-6789. All questions must be received by, Tuesday, May 30, 2023, 4:00 p.m.

RFP REGISTRATION

You MUST register using this form in order to receive notice of any addenda to these documents. Please fax the completed form to the Polk County Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

RFP Number: 23-328

RFP Title: Professional Geotechnical Services and Construction Material Testing and Inspection

This form is for RFP registration. Please scroll down for additional information.

This form is for bid registration only. Please scroll down for additional information.

Carefully complete this form and return it to the Procurement Division via e-mail to procurement@polk-county.net or fax (863) 534-6789. You must submit one form for each solicitation that you are registering for.

Company Name: _____

Contact Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

PROPOSAL SUBMITTAL INSTRUCTIONS

Proposers must submit their proposal prior to 2:00 p.m. on the receiving date. Proposals must be submitted in a “sealed” parcel or electronically through Polk County’s secure website, Kiteworks. Proposals will be publicly opened at 2:00 p.m. on the receiving date.

Sealed Parcel Submittal:

If you are submitting a sealed parcel proposal submit one (1) original marked ORIGINAL and five (5) copies marked COPY of the proposal in a sealed parcel to the Procurement Division. The parcel should be labeled “RFP #23-328, Professional Geotechnical Services and Construction Material Testing and Inspection” and marked with the proposer’s name and address. The Proposals may be mailed or delivered to:

Polk County Procurement Division

330 West Church Street, Room 150

Bartow, FL 33830

To assist with labeling the sealed parcel, please cut along the outer border and affix this label. Be sure to include the name of the company submitting the proposal where requested.

Sealed Proposal. DO NOT OPEN	
RFP Number	23-328
RFP Title	Professional Geotechnical Services and Construction Material Testing and Inspection
Due Date/Time:	June 7, 2023, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

Proposals may be mailed, express mailed or hand delivered. It is the Proposers responsibility to ensure their package is delivered to the Procurement Division prior to

2:00 p.m. on the Receiving date and time referenced above. Proposals delivered at 2:00 p.m. or later will not be accepted.

Electronic Proposals Submittal:

All prospective Proposers that are interested in submitting their proposals electronically can do so via the County's secure electronic submittal website, Kiteworks. Proposers must email michaelguerrero@polk-county.net at least 48 hours prior to opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for the Cost Tab, if applicable. Please use the name convention of your files as follow:

"RFP 23-328 Tab 1"

"RFP 23-328 Tab 2"

"RFP 23-328 Tab 3"

"RFP 23-328 Tab 4"

"RFP 23-328 Tab 5"

"RFP 23-328 Tab 6"

"RFP 23-328 Tab 7"

"RFP 23-328 Tab 8"

For more instructions, a video tutorial has been produced to further explain the electronic solicitation submittal process. It can be found by clicking here for RFP Submittals: https://youtu.be/vkn_7AHgioE. If you need assistance accessing this website due to ADA or any other reason, please email Michael Guerrero at michaelguerrero@polk-county.net.

Procurement recommends that Proposers submitting electronically double check the documents submitted into Kiteworks to ensure all requested tab information has been uploaded. Failure to upload the requested tab information may result in the proposal being deemed nonresponsive.

POLK COUNTY
Procurement Division
Fran McAskill
Procurement Director
REQUEST FOR PROPOSAL 23-328

Professional Geotechnical Services and Construction Material Testing and Inspection

Sealed proposals will be received in the Procurement Division, **Wednesday, June 7, 2023, prior to 2:00 p.m.**

Attached are important instructions and specifications regarding responses to this Request for Proposal (the "RFP"). The failure of a responding proposer (a "Proposer") to follow these instructions could result in Proposer disqualification from consideration for a contract to be awarded pursuant to this RFP.

This document is issued by Polk County (the "County") which is the sole distributor of this RFP and all addenda and changes to the RFP documents. The County shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The County shall post all such addenda, together with any other information pertaining to this RFP, on the County's website at

http://www.polk-county.net/procurement/procurement-bids. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a "Proposal") to this RFP to ensure that that the Proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the Proposer should not rely on such sources for information regarding the RFP solicitation.

Questions regarding this RFP must be in writing and must be sent to Michael Guerrero, via email at michaelguerrero@polk-county.net or via fax at (863) 534-6789. All questions must be received by May 30, 2023, 4:00 p.m.

Proposers and any prospective Proposers shall not contact, communicate with or discuss any matter relating in any way to this RFP with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated above. This prohibition begins with the issuance of the Request for Proposal and ends upon execution of a contract. Any such communication initiated by a Proposer or prospective proposer shall be grounds for disqualifying the offender from consideration for a contract to be awarded pursuant to this RFP and for contracts to be awarded pursuant to RFPs or Requests for Bid that the County may issue in the future.

A Proposer's responsive Proposal to this RFP may be mailed, express mailed, or hand delivered to:
Polk County Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830
(863)534-6757

INTRODUCTION

Polk County, a political subdivision of the State of Florida seeks professional geotechnical services and construction material testing and inspection, and as further defined in the Scope of Services below.

Polk County's Selection Process for consultants' services is in accordance with Section 287.055, Florida Statutes, the Consultants' Competitive Negotiations Act ("CCNA"). The Professional Services Selection Committee will review the qualifications of all submitting firms.

It is the intent of the County to select and negotiate a Master Consulting Agreement with multiple firm(s).

The County will negotiate a fee schedule and or overall lump sum price as part of "Selection Process", Elevation Level 4 Contract Negotiations.

Services under this contract will be in compliance with Section 287.055 of the Florida Statutes referred to as the "Consultants' Competitive Negotiation Act" (CCNA). Polk County's Procurement Procedure's Manual outlines the Procedures for Contracting for Professional Services Covered by CCNA. These procedures outline the process used for the selection of a consulting firm awarded through this RFP process.

All services must be performed in accordance with applicable Federal, State and Local regulations.

SCOPE OF SERVICES

The scope of services shall include, but not be limited to in-place density tests; standard or modified proctors; limerock bearing ratio test; compressive strength of concrete cylinders; compressive strength of soil-cement pills; Super Pave - asphalt binder content, gradations, gyratory pills, pavement density, air voids; core drill & soils analysis; steel inspection; geotechnical investigations & soil testing; asphaltic concrete inspection services; concrete testing, which includes, but is not limited to the specific services listed on Exhibit "A" at the end of this document. All reports submitted by the Consultant(s) shall include specific recommendations, as applicable.

The County shall request the services on an as-needed basis. There is no guarantee that any or all of the services described in the agreement will be assigned during the term of the agreement. Further, the Consultant is providing these services on a nonexclusive basis. The County, at its option, may elect to have any of the services set forth herein performed by other consultants or County staff.

AGREEMENT

The Master Consulting Agreement will be for five (5) years unless otherwise terminated in accordance with the master service agreement.

EVALUATION CRITERIA

Proposals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this RFP are not desired and may be construed as an indication of the Proposer's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired unless specifically requested. The Proposal responses shall be contained within a three-ring binder (original and each copy in separate binders). For the purposes of this RFP, one page equals a single sided page. It is requested that the responses be in the same order as the selection and evaluation procedures. The submittals should include the following:

Tab 1 Executive Summary

(Items a-c: Maximum of two (2) pages

a) Name, company name, address, telephone number, and email address.
b) State the number of years in business, as the same company/firm.
c) State the number of full-time employees.
d) Provide documentation showing proper incorporation by the Secretary of State.
e) Provide a copy of the firm's applicable certification(s) from the State of Florida allowing them to provide the services as outlined in the Scope of Service as well as compliance with F.S. 287.055

Tab 2 Approach to the Project (35 points)

(Maximum of four (4) pages)

a) Describe in detail the components of how your firm proposes to manage assigned project(s), based upon the scope of services. Please identify the services your firm provides which make you qualified to perform the required services.
b) Describe how the firm plans to maintain the project team and manage the project team members' time in order to ensure sufficient time to complete a project.
c) Describe the firm's Quality Assurance and Quality Control program as it pertains to engineering services.

Tab 3 Experience, Expertise, Personnel and Technical Resources (35 points)

- Identify a minimum of five (5) and a maximum of eight (8) projects in which the proposer has performed within the past five (5) years as the prime proposer which best illustrate the experience of the firm and current staff as related to the desired services. At least three (3) of the projects identified should be for geotechnical services, and at least two (2) should be for construction and material testing and inspection. At least three (3) of the minimum five (5) projects

should have been performed within the state of Florida. (Maximum of one (1) page only per project).
    - For each project please provide:
        a) Name and location of the project;
        b) Size and cost of the project;
        c) Project representative name, address, phone number, and email address
        d) Date project was completed or is anticipated to be completed, if completed provide the actual completion date;
        e) The nature of the firm's responsibility on the project;
        f) List of change orders, including dollar amount, which were the result of unforeseen circumstances or design errors/oversights; and
        g) List of any time extensions created by item f above.
- Provide an organizational chart of the team highlighting the key individuals who will work on this contract.
- Provide brief resumes of the firm's key personnel to be assigned to the master service agreement including, but not limited to, the items in the list below (One (1) page maximum per resume):
    a) Name and current position held by the person
    b) Name, title and project assignment
    c) Experience:
        1) Types of projects.
        2) Size of projects (dollar value of project).
        3) What were their specific project involvements?
- Identify any sub-consultants that may be involved throughout the duration of the agreement. For each sub consultant identified please provide:
    - A brief description of their experience outlining their qualifications to perform the intended services
    - A brief resume for each key personnel that will be assigned to perform the intended services

Tab 4 Is the Firm a "Polk County Entity"? (5 Points)

- There will be a maximum of five (5) points allocated for this Tab. If the Proposer is a Polk County Entity, then five (5) points will be allocated. If the Proposer is not a Polk County Entity but is utilizing one or more sub-consultants that are a Polk County Entity to assist in performing the scope of work, then the Proposal will be allocated one (1) point for each sub-consultant which is a Polk County Entity up to a maximum of five (5) points. The Polk County Entity sub-consultant(s) must have been identified under Tab 3, Experience, Expertise, Personnel and Technical Resources in order to qualify for point allocation.
- Provide documentation of the Proposers' or sub-consultant's headquarters and local offices, if any, and the amount of time the firm has been located at each

such local office. Please also indicate the number of employees at the local office.

- Proposers or sub-consultants will be allocated points if they meet the following Polk County Government definition of Polk County Entity.
    - The term “Polk County Entity” means any business having a physical location within the boundaries of Polk County, Florida, at which employees are located and business activity is managed and controlled on a day-to-day basis. Additionally, the business must have been located within the boundaries of Polk County for a minimum of 12 months prior to the date the applicable solicitation is issued. This requirement may be evidenced through a recorded deed, an executed lease agreement, or other form of written documentation acceptable to the County. The County shall have the right, but not the obligation, to verify the foregoing requirements.
- In the event a Proposer lists one or more sub-consultants in Tab 4 which is a Polk County Entity and receives point(s) as a result, and after the Proposer is awarded the project, if successful, it is determined that the listed sub-consultant does not assist in the performance of the scope of work (and is not replaced with an alternative sub-consultant which is a Polk County Entity), then the Proposer acknowledges and agrees that it may be suspended or debarred by the Procurement Director for failure to comply with the conditions, specifications or terms of a proposal or contract with the County or for committing a fraud or misrepresentation in connection with a proposal or contract with the County, in accordance with the Polk County Purchasing Ordinance and Procedures Manual.

Tab 5 Is the Firm a “Certified Woman or Minority Business Enterprise” (5 Points)

- Polk County Board of County Commissioners has a long-standing commitment to encouraging the utilization of Women and Minority Businesses that do business with the County as vendors. To that end we encourage all of our prime and professional services vendors to utilize W/MBE vendors where at all possible, irrespective of a company’s certification status. Please explain how the submitting firm will encourage minority participation in the project. (Limit response to one page)
- There will be a maximum of five (5) points allocated for this tab. If the Proposer is a Woman or Minority owned business, then five (5) points will be allocated. If the Proposer is not a Woman or Minority owned business but is utilizing one or more sub-consultants that are a Women or Minority owned business to assist in performing the scope of work, then the Proposal will be allocated one (1) point for each sub-consultant which meets the County’s certification criteria of Women or Minority owned, up to a maximum of five (5) points. The Woman or Minority owned business sub-consultant(s) must have been identified under Tab 3, Experience, Expertise, Personnel and Technical Resources in order to qualify for point allocation.

- Proposers or sub-consultants will be allocated points if they are a certified W/MBE as evidenced by providing the documentation described below.
    - If the Proposer or sub-consultant has a certified W/MBE status, provide documentation of the firms' certified W/MBE status as defined by the Florida Small and Minority Business Act and as defined in Polk County's Purchasing Procedures. Polk County's Purchasing Procedures recognize the following to meet the requirement of a certified W/MBE status:
        - Valid W/MBE Certification from one of the following
            - Florida Minority Supplier Development Council
            - Women Business Enterprise National Council
            - The State of Florida Office of Supplier Diversity
            - Florida Department of Transportation
            - U. S. Small Business Administration
            - Federal Aviation Authority
            - Other Florida governmental agencies

  Certifications from other governmental agencies will be considered on a case-by-case basis.

- In the event a Proposer lists one or more sub-consultants in Tab 5 which is a Women or Minority owned business and receives point(s) as a result, and after the Proposer is awarded the project, if successful, it is determined that the listed sub-consultant does not assist in the performance of the scope of work (and is not replaced with an alternative sub-consultant which is a Women or Minority owned business), then the Proposer acknowledges and agrees that it may be suspended or debarred by the Procurement Director for failure to comply with the conditions, specifications or terms of a proposal or contract with the County or for committing a fraud or misrepresentation in connection with a proposal or contract with the County, in accordance with the Polk County Purchasing Ordinance and Procedures Manual.

Tab 6 Interactions with County and Regulatory Agency Staff (5 Points)

- Provide documentation supporting the specialized qualifications of the proposed staff in terms of meeting this scope of service. Qualifications should highlight experience with regulatory agencies, identifying specific agencies and the items being addressed, including construction permitting, water use permitting, consent orders, consultation, governing regulations, and other related activities. Describe the firm's ability to work with Roads and Drainage or other Division staff in order to successfully fulfill the scope of service. Demonstrate the firm's knowledge of permitting process, as well as local regulatory agencies, including, but not limited to FDOT, and SWFWMD, if applicable. **(Limit response to one (1) page)**

Tab 7 Timely Completions of Projects (5 points)

Describe the firms' current and future projected workload. Describe specifically the firms' daily ability to handle each aspect of the scope of services described herein. **(Limit response to two (2) pages maximum)**

Tab 8 Surveys of Past Performance (10 Points)

- Provide reference surveys from past clients for the projects identified under Tab 3.
- Completed surveys. (See Exhibit 1) Procurement will take the average of all surveys and score as follows:
    - Average Score between 9-10 (10 Points)
    - Average Score between 7-8 (8 Points)
    - Average Score between 5-6 (6 Points)
    - Average Score between 3-4 (4 Points)
    - Average Score between 1-2 (2 Points)
    - Average Score of 0 (0 Points)

BID OPENING

Proposers may attend the Bid Opening in person or via conference call by dialing (646) 558-8656 and enter Meeting ID: 327 647 2818. A listing of all proposers will be posted to Procurement's website as soon as possible after bid opening.

Selection Process

Proposals will be evaluated in accordance with this section and all applicable County procurement policies and procedures.

The County shall appoint a selection committee (the "Selection Committee") that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section.

The County will use a competitive selection process based on the Elevation Levels described in this Section. At Elevation Levels 2 and 3, the Selection Committee will score and/or rank the Proposals as applicable.

Selection of a final Proposal will be based upon the following steps and factors:

Elevation Level 1 (Procurement Requirements Assessment):

- The County Procurement Division shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the County's discretion, non-conforming Proposals may be eliminated from further consideration and conforming Proposals shall be elevated to Elevation Level 2. Procurement will distribute Proposals and evaluation criteria to the Selection Committee.
- Procurement will also ensure all firms meet the requirement of certification as outlined in Florida Statute 287.055(3)(c).

- The Selection Committee may convene to review questions that arise during individual member review of submitted Proposals before Elevation Level 2 to allow for questions, clarifications, explanations, or other discussion to be held before the review of Proposals is completed.

Elevation Level 2 (Scoring)

- Procurement shall score each Proposal on the following evaluation criteria:
    - Local (Tab 4)-5 points
    - W/MBE Certification (Tab 5)-5 points
    - Surveys of Past Performance (Tab 8)-10 points

    Subtotal Points-20 points

    by the process stated under each corresponding Tab description as set forth on Pages 8-11.

- Each Selection Committee member shall score each Proposal on the following evaluation criteria:
    - Approach to the Project (Tab 2)-35 points
    - Experience, Expertise, Personnel and Technical Resources (Tab 3)-35 points
    - Interaction w/ County & Regulatory Agencies (Tab 6)-5 points
    - Timely Completion of Projects (Tab 7)-5 points
      Subtotal Points-80 points
      by the following process:

1) Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:
    - EXCELLENT (1.0): Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless.
      The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an exceptional and superior degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver far beyond expectation.
    - VERY GOOD (0.8): To a high degree; better than or above competent and/or skillful.
      The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation,

diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver beyond expectation.

- GOOD (0.6): Having positive or desirable qualities; competent; skilled; above average.
  The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at the expected level.
- FAIR (0.4): Average; moderate; mediocre; adequate; sufficient; satisfactory; standard.
  The Proposer provided information for a given criteria that satisfied the requirements and described sufficiently how and what will be accomplished in a manner that exhibited an adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.
- POOR (0.2): Inadequate; lacking; inferior in quality; of little or less merit; substandard; marginal.
  The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information, or was of inferior quality. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.
- UNACCEPTABLE (0.0):
  The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

2) After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points available for such criterion shall be multiplied by the factor associated with the applicable description to produce the number of points allocated for that evaluation criterion. For example, a Selection Committee member classifies the "Experience and Expertise" criterion (which shall be worth 25 points for the purpose of this example) as "Very Good" (which is a description factor multiplier of 0.8). The points that Selection Committee

member allocated for that evaluation criterion would be 20, calculated as follows: 25 available points x 0.8 applicable description factor multiplier = 20 points.

3) A Selection Committee member's total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.
4) When all Selection Committee members have completed their Proposal evaluations, the individual Selection Committee member's total scores for each Proposal will be added together to produce a final score for each Proposal.
5) Procurement will confirm the calculations for the final score for each Proposal. Then, Procurement shall publish a rank-ordered listing of the Proposals to the Selection Committee with the Proposal receiving the highest point as the highest-ranked Proposal.
6) In accordance with Section 287.055(4)(a), Florida Statutes, if there are three (3) or more Proposers in Elevation Level 2, the Selection Committee must elevate no fewer than the three highest scored of such Proposers to Elevation Level 3 for interviews. If there are only two Proposers in Elevation Level 2, the Selection Committee must elevate those two Proposers to Elevation Level 3 for interviews. If there is only one Proposer in Elevation Level 2, then the Selection Committee may collectively decide if they would like to elevate the Proposer to Elevation Level 3 for interviews or if they would like to recommend the Board authorize staff to enter into Contract Negotiations with the Proposer. In the latter case, after Board approval to authorize staff to negotiate a contract, the Proposer will then be elevated to Elevation Level 4 for contract negotiations.

Elevation Level 3 (Proposer Interviews)
The Selection Committee are required to conduct interviews of the Proposers that it has elevated from Elevation Level 2 to Elevation Level 3.

During an interview, elevated Proposers may be requested to make a presentation focusing on their qualifications, approach to the project and the ability to furnish the required services. The Selection Committee members will have an opportunity to inquire about any aspect of the RFP and the Proposer's Proposal. After all elevated Proposer interviews, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the Proposer deemed to be the most highly qualified to perform the required services. In accordance with Section 287.055(4)(b), Florida Statutes, in determining whether a Proposer is qualified, each Selection Committee member shall consider such factors as:

- Ability of Personnel
- Whether a Proposer is a certified minority business enterprise
- Past performance
- Willingness to meet time and budget requirements
- Location
- Recent, current, and projected workloads
- Volume of work previously awarded to each Proposer by the County

Procurement shall receive and compile each Selection Committee member's ranking of each Proposer, and then publish a rank-ordered listing of Proposers to the Selection Committee, based on the combined average rankings given each Proposer. The Selection Committee members will then collectively decide if they would like to recommend the Board authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-ranked Proposer(s). After Board approval to authorize staff to negotiate a contract, said Proposer(s) will then be elevated to Elevation Level 4 for contract negotiations.

Elevation Level 4 (Contract Negotiations)
If a Proposer is elevated to this level, the User Division, with the assistance of Procurement and the County Attorney's Office, shall negotiate an Agreement with the elevated Proposer(s) in accordance with Section 287.055(5), Florida Statutes.

If after negotiating for a reasonable time period the parties cannot agree on a contract, the County shall, in its sole discretion, terminate further contract negotiations with that Proposer(s). Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer(s) have terminated. The Selection Committee shall then determine whether to recommend to the Board to approve contract negotiations with the next-highest-ranked Proposer, and so on. If the Selection Committee decides not to recommend contract negotiations with the next-highest-ranked Proposer, or if the County determines there is no other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.

After contract negotiations with a Proposer(s) are successfully completed pursuant to Elevation Level 4, the Selection Committee shall recommend to the Board of County Commissioners that it selects such Proposer(s) to provide the services as outlined in the Agreement. The Board of County Commissioners shall make the final decision whether to enter into an Agreement with a Proposer(s).

ATTENTION PROPOSERS

The Successful Proposer must register in our new Vendor Database if you have not already done so prior to award of this RFP. A purchase order cannot be issued to a vendor until they have registered.

You may register by going to the following link:

https://www.polk-county.net/procurement/vendor-registration

Registered vendors will receive a User ID and Password to access their company information. All registered vendors must provide their owner gender, owner ethnicity, corporate status, and a minimum of one (1) commodity code to be considered registered. It is the responsibility of all vendors to update their vendor information.

Only registered vendors will receive notifications of future RFP's.

GENERAL CONDITIONS

CONTACT

After the issuance of any Request for Proposal, prospective proposers shall not contact, communicate with, or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners, and any employee of Polk County, other than the Procurement Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of any Request for Proposal and ends upon completion execution of a contract. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

INSURANCE REQUIREMENTS

The selected firm, if any, shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below. Provide to the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. Polk County, a political subdivision of the State of Florida, shall be an additional named insured on all policies related to the project, excluding workers' compensation and professional liability. The Workers' Compensation and General Liability policies shall contain a waiver of subrogation in favor of Polk County. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII. The firm's self-insured retention or deductible per line of coverage shall not exceed $25,000 without the permission of the County. In the event of any failure by the firm to comply with the provisions; the County may, at its option, on notice to the firm suspend the project for cause until there is full compliance. Alternatively, the County may purchase such insurance at the firm's expense, provided that the County shall have no obligation to do so and if the County shall do so, the firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

Worker's Compensation and Employer's Liability Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

Admitted in Florida	Yes
Employer's Liability	$100,000
All States Endorsement	Statutory
Voluntary Compensation	Statutory

Commercial General Liability Insurance. $1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations and Products/Completed Operations;

Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverages;

Independent Contractors; Policy must include Separation of Insureds Clause.

Comprehensive Automobile Liability Insurance. $1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Professional Liability Insurance. $2,000,000 for design errors and omissions, inclusive of defense costs. Selected firm shall be required to provide continuing Professional Liability Insurance to cover the project for a period of two (2) years after the projects are completed.

INDEMNIFICATION

To the maximum extent permitted by law, the Consultant shall indemnify, protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, reasonable attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, to the extent arising out of or resulting from (i) the failure of Consultant to comply with applicable laws, rules or regulations, (ii) the breach by Consultant of its obligations under this Agreement, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Consultant's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant or any persons or entities employed or utilized by Consultant in the performance of this Agreement. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

PUBLIC ENTITY CRIMES STATEMENT

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 or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting this proposal, the proposer hereby certifies that they have complied with said statute.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The County is an equal opportunity/affirmative action employer. The County is committed to equal opportunity employment effort; and expects firms that do business with the County to have a vigorous affirmative action program.

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

The County hereby notifies all Proposers that W/MBEs are to be afforded a full opportunity to participate in any request for proposal by the County and will not be subject to discrimination on the basis of race, color, sex or national origin.

AFFIRMATION

By submitting their proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the County.

DEVELOPMENT COSTS

Neither the County nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a response to the RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

ADDENDA

The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The addenda will be posted on the County's website at https://www.polk-county.net/procurement-bids. It is the sole responsibility of the proposers to check the website to ensure that all available information has been received prior to submitting a proposal.

CODE OF ETHICS

If any proposer violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this proposal, such proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from bidding on any future proposals for work, goods, or services for the County.

DRUG FREE WORKPLACE

Preference shall be given to businesses with Drug Free Workplace (DFW) programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the County for the procurement of commodities or contractual services, a proposal received from a business that has provided a statement that it is a DFW shall be given preference in the award process.

APPLICABLE LAWS AND COURTS

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

CONTRACTUAL MATTERS

A contract in substantially the same form as attached here to as Attachment "A" (Master Consulting Agreement) will be executed between the County and the successful Proposer(s).

All contracts are subject to final approval of the Polk County Board of County Commissioners. Persons or firms who incur expenses or change position in anticipation of a contract prior to the Board's approval do so at their own risk.

PROPOSAL ACCEPTANCE PERIOD

A proposal shall be binding upon the offeror and irrevocable by it for one hundred and twenty (120) calendar days following the proposal opening date. Any proposal in which offeror shortens the acceptance period may be rejected.

ADDITION/DELETION

The County reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the County.

PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are in the public domain. However, the proposers are required to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Proposers should provide a redacted copy of proposal with submittal or must provide within thirty (30) days from the Proposal due date.

All proposals received from proposers in response to this Request for Proposal will become the property of the County and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County.

REVIEW OF PROPOSAL FILES

In accordance with Chapter 119.071 of the Florida Statutes, the responses received for this Request for Proposal are exempt from review for thirty (30) days after the Bid Opening Date or at Recommendation of Award, whichever event occurs first.

Should the RFP be cancelled and re-solicited for any reason, proposal responses shall remain exempt from disclosure for a period not to exceed twelve (12) months or at Recommendation of Award of the subsequent solicitation.

RFP PROTEST: Any proposer desiring to file a protest, with respect to a recommended award of any RFP, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All proposers who submitted a proposal will be sent a Notice of Recommended Award, unless only one proposal was received.

A copy of the protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at https://www.polk-county.net/procurement/protest-procedures.

FAILURE TO FOLLOW PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE PROPOSER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.

UNAUTHORIZED ALIEN(S) The Consultant agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful consultant will complete and submit the form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, contractors and subcontractors shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. 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. 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 the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

LIMITATIONS

This request does not commit Polk County to award a contract. Proposers will assume all costs incurred in the preparation of their response to this RFP. The County reserves the right to: 1) accept or reject qualifications and/or proposals in part or in whole; 2) request additional qualification information; 3) limit and determine the actual contract services to be included in a contract; 4) obtain information for use in evaluating submittals from any source and 5) reject all submittals.

ATTORNEY'S FEES AND COSTS: Each party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

PUBLIC RECORD LAWS

(a) The Consultant acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Consultant further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Consultant shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b)Without in any manner limiting the generality of the foregoing, to the extent applicable, the Consultant acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET

Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).
   i. By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.
   ii. Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000), then the Vendor further certifies to the County as follows:
      a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
      b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
      c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
      d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or

Syria when it submitted its proposal to the County concerning the subject of this Agreement.

iii. The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

i. The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

ii. The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000).

Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: _____

DBA/Fictitious Name (if applicable): _____

TIN #: _____

Address: _____

City: _____

State: _____

Zip Code: _____

County: _____

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization (select one type)

- □ Sole Proprietorship
- □ Partnership
- □ Non-Profit
- □ Sub Chapter
- □ Joint Venture
- □ Corporation
- □ LLC
- □ LLP
- □ Publicly Traded
- □ Employee Owned

State of Incorporation: _____

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

EXHIBIT 1
DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

The objective of this process is to identify the past performance of the Contractor submitting a proposal package. This is accomplished by sending survey forms to past customers. The customers should return the forms directly to the Contractor. The Contractor is to include all surveys in their proposal package.

Sending the Survey

The surveys shall be sent to all clients for whom the Contractor has identified under Tab 3. Surveys should correlate to all projects identified under Tab 3.

If more surveys are included, then Procurement will only use those identified under Tab 3.

1. The Contractor shall complete the following information for each customer that a survey will be sent

CLIENT NAME	Name of the company that the work was performed for (i.e. Hillsborough County).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (Geotechnical Services/Construction Material Testing and Inspection for X Project)
COST OF SERVICES	Cost of services ($250,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2022)

2. The Contractor is responsible for verifying that their information is accurate prior to submission for references.

3. The survey must contain different services/projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.

4. The past projects can be either completed or on-going.

5. The past client/owner must evaluate and complete the survey.

Preparing the Surveys

1. The Contractor is responsible for sending out a performance survey to the clients that have been identified under Tab 3. The survey can be found on the next page.
2. The Contractor should enter the past clients' contact information, and project information on each survey form for each reference. The Contractor should also enter their name as the Contractor being surveyed.
3. The Contractor is responsible for ensuring all references/surveys are included in their submittal under Tab 8
4. Polk County Procurement may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

Survey Questionnaire – Polk County

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

To: _____ (Name of Person completing survey)

_____ (Name of Client Company/Contractor)

Phone Number: _____ Email: _____

Subject: Past Performance Survey of Similar work:

Project name: _____

Name of Vendor being surveyed: _____

Cost of Services: Original Cost: _____ Ending Cost: _____

Contract Start Date: _____ Contract End Date: _____

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage	(1-10)	
5	Close out process	(1-10)	
6	Ability to communicate with Client's staff	(1-10)	
7	Ability to resolve issues promptly	(1-10)	
8	Ability to follow protocol	(1-10)	
9	Ability to maintain proper documentation	(1-10)	
10	Appropriate application of technology	(1-10)	
11	Overall Client satisfaction and comfort level in hiring	(1-10)	
12	Ability to offer solid recommendations	(1-10)	
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	

Printed Name of Evaluator _____

Signature of Evaluator: _____

Please fax or email the completed survey to: _____

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 23-328, PROFESSIONAL GEOTECHNICAL SERVICES and CONSTRUCTION MATERIAL TESTING and INSPECTION

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____ day of _____, 20___, by _____(*name*) as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

Exhibit “A”
Specific Services

Specific services shall include, but not be limited to, sampling and testing of soils, concrete, asphalt and various other construction materials.

1.	In-Place density tests
2.	Standard or modified proctors
3.	Limerock Bearing Ratio tests (3 points)
4.	Compressive strength of concrete cylinders (4 per set)
5.	Compressive strength of soil-cement pills (4 per set)
6.	Core drilling & soils analysis
	STEEL INSPECTION
1.	Inspection of Welds & Bolt Torqueing A) At Plant B) At Job Site 1. One (1) Man Inspection Crew 2. Two (2) Men Inspection Crew
2.	Reinforcing Steel Inspection
3.	Nondestructive Testing of Steel & Connections
	GEOTECHNICAL INVESTIGATIONS & SOIL TESTS
1.	**Standard Penetration Test Borings (ASTM D-1586)(Minimum 50 feet per job)** A) 0-50 foot depth interval B) 50-100 foot depth interval C) 100-125 foot depth interval D) 125-150 foot depth interval
2.	Solid Auger Stem Borings (minimum 100 feet per job)
3.	Manual Auger Borings
4.	Drill Service from Floating Platform
5.	Rock Coring
6.	Installation of Steel Casing

7.	Ground Penetrating Radar
8.	Cone Penetrometer Radar
9.	Dilatometer Soundings
10.	Atterberg Limits A) Liquid Limit (LL) – Plastic Limit (PL) B) Shrinkage Limit (SL)
11.	California Bearing Ratio
12.	Consolidation A) Consolidation with Reload
13.	Corrosion Resistance (pH and R)
14.	Field Density Tests (minimum 3 tests per trip)
15.	Florida Bearing Value (FBCV)
16.	Florida Bearing Value Determination of Blend Proportions
17.	Grain Size: A) Hydro Analysis B) Sieve Analysis (Wash No. 200 Sieve)
18.	Ground Penetrating Radar
	GEOTECHNICAL INVESTIGATIONS & SOIL TESTS
19.	Limerock Bearing Ratio (LBR) (3 point)
20.	Limerock Bearing Ratio (LBR) (5 point)
21.	Moisture Content
22.	Moisture Density Test (Standard or Modified Proctor)
23.	Muck Probing 2 Man Crew 3 Man Crew
24.	Organic Content Determination
25.	Monitor Well Installation includes permits, lithologic log, and report – 2” or 4” PVC with removable, water-tight plug
	Hollow Stem Auger Boring
	Casing: 2-inch PVC (site spec. may require stickup)
	Casing: 4-inch PVC (site spec. may require stickup)
	Casing: 2-inch Steel (site spec. may require stickup)

	Casing: 4-inch Steel (site spec. may require stickup)
	0.010-inch Filter Screen: 2-inch PVC + min. 6-inch tail
	0.005-inch Filter Screen: 2-inch PVC + min. 6-inch tail
	0.010-inch Filter Screen: 4-inch PVC + min. 6-inch tail
	0.005-inch Filter Screen: 4-inch PVC + min. 6-inch tail
	Filter Sand: Varies from approx. 30/65 to approx. 20/30
	Bentonite: Chips / Balls
	Bentonite: Slurry / Slurry by tremie pipe
	Neat Grout
	Protective Casing (Hinged top and lockable) w/ name plate
	Concrete Pad (2'x2'x4" above-ground or 12-inch flush-mount round)
	Concrete-filled, Painted, Protective Bollard min. 4.5-inch O.D. max 6-inch O.D. (4-foot tall / 2-foot buried)
26.	Well Abandonment includes permits and report
	2-inch Well
	4-inch Well
27.	Tracked-Mounted Direct Push Technology (DPT) Rig w/all equipment and crew
	GEOTECHNICAL INVESTIGATIONS & SOIL TESTS
28.	pH
29.	Permeability Tests – Field (15', 2 depths) (Excluding auger borings & vertical permeability)
30.	Permeability Tests – Laboratory Granular Soil Cohesive Soil
31.	Soil-Cement, Field Testing & Observation
32.	Soil-Cement, Laboratory Design Mixes (FOB Laboratory)

33.	Soil Plate Load Test (ASTM)
34.	Specific Gravity
35.	Double Ring Infiltrometer Test
36.	Relative Density Test
37.	Triaxial Compression Test (CU) (3 points) Additional points
38.	Unconfined Compression Tests
39.	Undisturbed Thin-Walled Tube Sampling
40.	Unit Weight
	ASPHALTIC CONCRETE INSPECTION SERVICES
1.	Asphaltic Concrete Paving Plant Inspection
2.	Asphalt Mix-Gradation
3.	Asphalt Mix-Bulk Specific Gravity
4.	Asphalt Mix-Gradation
5.	Asphalt Mix- Maximum Specific Gravity
6.	Asphalt Mix- Temperature
7.	RAP – Asphalt Binder Content
8.	RAP – Gradation
9.	RAP- Maximum Specific Gravity
10.	Coring Pavement for Density and/or Thickness
11.	Asphalt Core Density (core provided by others)
12.	Gyratory Compaction for SuperPave AASH to TP4-00
13.	Quantitative Determination of Asphalt Content from Asphalt Paving Mixtures by the Ignition Method FM5-563
	CONCRETE TESTING
	Concrete Aggregate Tests (FOB Lab)
1.	Sieve Analysis, Fine or Coarse
2.	Absorption
3.	Specific Gravity

4.	Unit Weight
5.	Material Finer than No. 200 Sieve
6.	Organic (Color metric ASTM C-40)
7.	Salt Content
8.	Los Angeles Abrasion
9.	Soundness (5 cycle sodium sulfate) (5 cycle magnesium sulfate)
10.	Masonry Mortar strength Comparative, Sand or Water
	Concrete Beams
11.	Flexural Strength, Making & Testing (3 tests per set)
	Concrete Masonry Units or Prisms
12.	Compressive Strength, ASTM C-140, 5 Specimens
13.	Absorption & Moisture Content, ASTM C-150, 5 Specimens
14.	Compressive Strength Testing of Hollow Masonry Prisms ASTM E-477 (FOB)
15.	Compressive Strength Testing of Hollow Masonry Prisms with Grouted Cells, ASTM E-477
16.	Molding, Curing & Testing of 2” x 2” Masonry Mortar Cubes (set of 3 cubes)
17.	Concrete Masonry Units, ASTM Test (5 Compression & 5 Absorption Tests)
	Concrete Coring
18.	Securing Structural or Pavement Cores, Compression Tests & Thickness
19.	Coring Site Accessible – Does not include mobilization charge, staging and/or scaffolding, 4” diameter or smaller, 6” thickness or less. Compressive Strength of Concrete Cores (cores provided by others)
	Grout Cubes
20.	Making and Compression Tests of 2” Cubes from Job Site (set of 3)

	Concrete Cylinders
21.	Making & Compression Tests of 6” x 12” Cylinders (Slump Test Included)
22.	Compression Tests of 6” x 12” Cylinders
23.	Extra Slump Tests
24.	Air Content Tests
	Concrete Design Mixes
25.	Concrete Design Mixes (including standard aggregate tests & one trial batch with 6 compression test cylinders)
26.	Brush/Loss (for soil Cement basis) ASTM Durarock & Pug Mix
27.	Linear Shrinkage Tests of Concrete Block (ASTM 426)
28.	Concrete Ready Mix Plant or Job Inspection
29.	Pre-Fabricated Panel Tests, ASTM or FHA

May 10, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1
RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Correction to Contractual Matters reference on page 20 of the RFP document.

Michael Guerrero
Sr. Procurement Analyst
Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature:_____

Printed Name:_____

Title:_____

Company:_____

ADDENDUM #1

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

CLARIFICATION

DELETE IN ITS ENTIRETY:

Page 20, Contractual Matters

A contract in substantially the same form as attached here to as Attachment "A" (Master Consulting Agreement) will be executed between the County and the successful Proposer(s).

All contracts are subject to final approval of the Polk County Board of County Commissioners. Persons or firms who incur expenses or change position in anticipation of a contract prior to the Board's approval do so at their own risk.

REPLACE WITH:

A contract in substantially the same form as attached here to as Attachment "B" (Master Consulting Agreement) will be executed between the County and the successful Proposer(s).

All contracts are subject to final approval of the Polk County Board of County Commissioners. Persons or firms who incur expenses or change position in anticipation of a contract prior to the Board's approval do so at their own risk.

DRAFT AGREEMENT
MASTER CONSULTING AGREEMENT

THIS AGREEMENT is entered into as of the Effective Date (defined in Section 1.1 below) by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida 33830, _____ (the "Consultant") a _____ _____, located at _____, and whose Federal Employer Identification Number is: _____.

WHEREAS, County requires certain professional services in connection with the performance of certain professional geotechnical services and construction material testing and inspection for all Divisions in the County; and,

WHEREAS, the County has solicited for these services via RFP 23-328, an advertised request for proposals (the "RFP"), and has received numerous responsive proposals thereto; and

WHEREAS, pursuant to the RFP, the County has selected the Consultant and the Consultant remains agreeable to providing the County the professional services described herein, and the Consultant represents that it is capable and prepared to do so according to the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the parties hereby agree, as follows:

1.0 **Term**

1.1 This Agreement shall take effect on the date of its execution by the County (the "Effective Date").

1.2 The term of this Agreement shall be for a five (5) year time period, commencing upon the Effective Date and remaining in full force and effect thereafter, unless otherwise sooner terminated as provided herein.

2.0 **Services to Be Performed by Consultant**

2.1 Consultant shall perform the services as generally described in (i) the County's Request for Proposals RFP 23-328, to include all attachments and addenda, and (ii) the Consultant's responsive proposal thereto (collectively, (i) and (ii) are "RFP 23-328") all of which are incorporated into this Agreement by this reference, attached hereto as a composite Exhibit "A" and made a part of

this Agreement, and as may be further specifically designated and authorized by the County, in writing (collectively, the "Services"). Such authorization will be referred to as a Consultant Services Authorization ("CSA") or a Contract Purchase Order ("CPO") and all provisions of this Agreement apply to the CSA/CPO with full force and effect as if appearing in full within each CSA/CPO. Each CSA/CPO will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages and completion date, and shall become effective upon the due execution.

2.2 The Consultant is not authorized to undertake any project without a duly executed CSA/CPO, which shall specify the work to be performed and the time to be completed. Consultant recognizes that the County may employ several different Consultants to perform the work described and that the Consultant has not been employed as the exclusive agent to perform any such services.

2.3 When the Consultant and the County enter into a CSA/CPO where the term of the CSA/CPO expires on a date that is later than the date that the Master Consulting Agreement (MCA) expires, the Consultant and the County agree that the terms of the MCA and any amendments, attachments or provisions thereof are automatically extended until the expiration (including any extension or amendment thereto) or full completion of the requirements of the CSA/CPO have been performed. Cancellation by the County of any remaining work prior to the full completion of the requirements of the CSA/CPO shall cause the terms of the MCA to terminate at the same time. This provision only applies when the expiration of the CSA/CPO extends beyond the expiration of the MCA. It does not apply when a CSA/CPO expires or is cancelled prior to the expiration of the MCA.

3.0 **Compensation**

3.1 General

3.1.1 County shall pay Consultant in accordance with Exhibit "B", "Fee Schedule", which is attached hereto and incorporated by reference as part of this Agreement. The fee schedule identifies all job classifications, which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services.

3.1.2 Upon the mutual agreement of the parties, the Fee Schedule, as set out in Exhibit "B" may be adjusted by a written Amendment to the Master Consulting Agreement annually beginning one year from the Effective Date of this Agreement. Such amendment must be executed by both parties and shall operate prospectively only and shall not alter fee schedules for CSA's/CPO's in effect at the time of the amendment.

3.1.3 Compensation may be negotiated as a not to exceed price or a lump sum amount on a per-project basis, on each individual CSA/CPO.

3.1.4 In the event a not to exceed price is negotiated, compensation shall be billed and paid based on and in accordance with the Hourly Rate Schedule attached hereto and incorporated herein as Exhibit "B". The Hourly Rate Schedule identifies all job classifications which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services.

3.1.5 Invoices must reference the applicable CSA/CPO number, using an invoice form approved by the County Auditor.

3.1.6 Each individual invoice shall be due and payable forty-five (45) days after receipt by the County of correct, fully documented, invoice, in form and substance satisfactory to the County with all appropriate cost substantiations attached. All invoices shall be delivered, as applicable based on the particular project:

Polk County Roads & Drainage Division
P.O. Box 9005, Bartow, FL 33830
Attention: Director

3.1.7 In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the County. This certifies that all services have been properly performed and all charges and costs have been invoiced to the County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the Consultant.

3.1.8 Payment of the final invoice shall not constitute evidence of the County's

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acceptance of the work

3.1.9 Invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional documents may be requested by County and, if so requested, shall be furnished by Consultant to County Auditor's satisfaction.

3.1.10 By submission of an invoice, the project manager or designated payroll officer is deemed to be attesting to the correctness and accuracy of time charges and requested reimbursements.

3.1.11 Pursuant to Section 3.1.4, if a not to exceed fee is negotiated, invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Alternatively, if a lump sum amount is negotiated, invoices shall be made upon the completion of each phase of the work in proportion to the Services performed, as specifically set forth in the applicable CSA or CPO. Additional documentation may be requested by the County and, if so requested, shall be furnished by the Consultant to the County Auditor's satisfaction.

3.2 Reimbursable

3.2.1 All requests for payment of out-of-pocket expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the County's Reimbursable Schedule, Exhibit "C", and include copies of paid receipts, invoices or other documentation acceptable to the County's Auditor. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Agreement, CSA, or CPO.

3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the applicable CSA or CPO, and include:

Overnight Deliveries
Reproduction
Sub-Consultant
Long Distance Telephone Calls (excluding Florida cities located outside the boundaries of Polk County)

3.2.3 Mileage and associated travel costs shall be reimbursed in accordance with F.S. 112.061 and County policy for pre-approved out-of-county travel (excluding travel from home

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offices located outside of Polk County to the Polk County line).

3.2.4 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the County upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the Polk County Roads & Drainage Division offices upon demand, termination of the Agreement, or the conclusion of the project, whichever occurs first.

3.2.5 Consultant shall maintain a current inventory of all such assets.

4.0 **Insurance**

4.1 General Provisions

4.1.1 Consultant shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below and provide the County with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the County to evidence such coverage before any work commences.

4.1.2 The County shall be named as an additional insured on all Consultant policies related to the project, excluding professional liability and worker's compensation. The Commercial General Liability and Worker's Compensation Liability policies shall contain a waiver of subrogation in favor of Polk County. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.

4.1.3 The Consultant's self-insured retention or deductible per line of coverage shall not exceed $25,000.00 without the permission of the County.

4.1.4 If there is any failure by the Consultant to comply with the provisions of this section, the County may, at its option, on notice to the Consultant, suspend the work for cause until there is full compliance.

4.1.5 County may, at its sole discretion, purchase such insurance at Consultant's expense provided that the County shall have no obligation to do so and if the County shall do so, it shall not relieve Consultant of its obligation to obtain insurance.

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4.1.6 The Consultant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

4.1.7 All Consultants' subconsultants shall be required to include County and Consultant as additional insured on their General Liability Insurance policies.

4.1.8 In the event that subconsultants used by the Consultant do not have insurance, or do not meet the insurance limits, Consultant shall indemnify and hold harmless the County for any claim in excess of the subconsultants' insurance coverage.

4.1.9 The Consultant shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the County.

4.2 Comprehensive Automobile Liability Insurance. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

4.3 Commercial General Liability. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

4.3.1 Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

4.3.2 Independent Contractors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

4.4 Umbrella (Excess) Liability Insurance. Umbrella Liability with limits of not less than $1,000,000.00, exclusive of defense costs, to be in excess of all other coverages. Such coverage shall be at least as broad as the primary coverages above, with any excess umbrella layers written on a

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strict following form basis over the primary coverage. All such policies shall be endorsed to provide defense coverage obligations.

4.5 Professional Liability Insurance. $2,000,000.00 for design errors and omissions, inclusive of defense costs. Consultant shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the County Director of Risk Management and Insurance. The County may require the Consultant to provide a higher level of coverage for a specific project and time frame.

4.6 Performance, Payment and Other Bonds. Consultant shall furnish Performance and Payment Bonds specific to each project if required and agreed to under the CSA or CPO for the project.

4.7 Worker's Compensation. The Consultant shall provide, pay for, and maintain worker's compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

5.0 **Standard of Care**

5.1 Consultant has represented to the County that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

5.2 Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

5.3 Consultant shall, at no additional cost to County, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

5.4 The Consultant warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

6.0 **Indemnification**

6.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, County and

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Consultant agree to allocate such liabilities in accordance with this Section.

6.2 Indemnification.

6.2.1 Consultant, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Consultant to comply with applicable laws, rules or regulations, (ii) the breach by Consultant of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Consultant's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant, its professional associates, its subcontractors, agents, and employees provided, however, that Consultant shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

6.2.2 County review, comment and observation of the Consultant's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

6.2.3 Consultant agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subconsultants and their employees, and/or for Consultant's performance of this Agreement and its work product(s).

6.3 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Agreement shall survive as if the Agreement were in full force and effect.

7.0 **Independent Contractor**

7.1 Consultant undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

7.2 County shall have no right to supervise the methods used, but County shall have the right to observe such performance.

7.3 Consultant shall work closely with County in performing Services under this Agreement.

7.4 The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the County in any manner.

7.5 Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

8.0 **Authority to Practice**

8.1 The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

9.0 **Public Records Law**

(a) The Consultant acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Consultant further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Consultant shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Contractor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public

records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET

10.0 **Compliance with Laws**

10.1 In performance of the Services, Consultant shall comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards, including those now in effect and hereafter adopted.

11.0 **Subcontracting**

11.1 The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

11.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subcontractor by the County. Failure of a Subcontactor to timely or properly perform its obligations shall not relieve Consultant of its obligations hereunder.

12.0 **Federal and State Taxes**

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12.1 The County is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the County will provide an exemption certificate to Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the County, nor shall the Consultant be authorized to use the County's Tax Exemption Number in securing such materials.

13.0 **Public Entity Crimes**

13.1 The Consultant understands and acknowledges that this Agreement with the County will be voidable by the County, in the event the conditions under Section 287.133, Florida Statutes applies to the Consultant, relating to conviction for a public entity crime.

14.0 **County's Responsibilities**

14.1 County shall be responsible for providing access to all County project sites, and providing information in the County's possession that may reasonably be required by Consultant, including; existing reports, studies, financial information, and other required data that are available in the files of the County.

15.0 **Termination of Agreement**

15.1 This Agreement may be terminated by the Consultant upon thirty (30) days prior written notice to the County in the event of substantial failure by the County to perform in accordance with the terms of the Agreement through no fault of the Consultant.

15.2 This Agreement may be terminated by the County with or without cause immediately upon written notice to the Consultant.

15.3 Unless the Consultant is in breach of this Agreement, the Consultant shall be paid for services rendered to the County's satisfaction through the date of termination.

15.4 After receipt of a Termination Notice, as described in this Article 15.0, and except as otherwise directed by the County, the Consultant shall:

15.4.1 Stop work on the date and to the extent specified.

15.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

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15.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the County.

15.4.4 Continue and complete all parts of the work that have not been terminated.

16.0 **Uncontrollable Forces (Force Majeure)**

16.1 Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

17.0 **Governing Law and Venue**

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17.1 This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or the United States District Court, Middle District of Florida located in Hillsborough County, Florida. Each party shall be responsible for its own attorneys' fee and other legal costs and expenses.

18.0 **Non-Discrimination**

18.1 The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

19.0 **Waiver**

19.1 A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

20.0 **Severability**

20.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

20.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

20.3 The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

20.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

21.0 **Entirety of Agreement**

21.1 The County and the Consultant agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated

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herein.

21.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the County and Consultant pertaining to the Services, whether written or oral.

21.3 None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

22.0 **Modification**

22.1 This Agreement may not be modified unless such modifications are evidenced in writing signed by both County and Consultant. Such modifications shall be in the form of a written Amendment executed by both parties.

23.0 **Successors and Assigns**

23.1 County and Consultant each binds itself and its partners, successors, permitted assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, permitted assigns, and legal representatives of such other party.

23.2 Consultant shall not assign this Agreement without the express written approval of the County by executed amendment, which approval may be withheld in the County's sole discretion.

23.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this agreement and such substitution shall be affirmed by the County by executed amendment.

24.0 **Contingent Fees**

24.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

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25.0 **Truth-In-Negotiation Certificate**

25.1 Execution of this Agreement by the Consultant shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the Effective Date of this Agreement.

25.2 The said rates and costs shall be adjusted to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The County shall exercise its rights under this "Certificate" within one (1) year following payment.

26.0 **Ownership of Documents**

26.1 Consultant shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the County for its use and/or distribution as may be deemed appropriate by the County. Consultant is not liable for any damages, injury or costs associated with the County's use or distribution of these documents for purposes other than those originally intended by Consultant.

27.0 **Access and Audits**

27.1 Consultant shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the Consultant's place of business.

27.2 Misrepresentations of billable time or reimbursable expenses as determined by the Auditor to the Polk County Board of County Commissioners shall result in the recovery of any resulting overpayments. The County's cost of recovery shall be the sole expense of the Consultant, including accounting and legal fees, court costs and administrative expenses.

27.3 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

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27.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

28.0 **Notice**

28.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to County: Roads & Drainage
P.O. Box 9005
Bartow, FL 33830
Attention: Director

As to Consultant:

28.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

28.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and County.

29.0 **Service of Process**

As to County: County Attorney
County Administration Building
330 W. Church Street, 4th Floor
Bartow, Florida 33830

As to Consultant:

30.0 **Contract Administration**

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30.1 Services of Consultant shall be under the general direction of the Roads and Drainage Division Director, or their successor, who shall act as the County's representative during the term of this Agreement.

31.0 **Key Personnel**

31.1 Consultant shall notify County in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to changes. Consultant at County's request shall remove without consequence to the County any Subcontractor or employee of the Consultant and replace him/her with another employee having the required skill and experience. County has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Name: _____

Name: _____

32.0. **Annual Appropriations**

32.1 Consultant acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation.

33.0 **Liquidated Damages**

33.1 The parties hereto agree that liquidated damages, in the amount specified in the applicable CSA/CPO, will be assessed against the Consultant for Consultant's failure to meet the final deliverable date in the Performance Schedule in the Scope of Work, but only to the extent and in proportion to Consultant's fault in causing the delay as compared to other causes, and to the extent the Consultant is not delayed by reasons beyond Consultant's reasonable control.

34.0 Employment Eligibility Verification (E-VERIFY)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, contractors and subcontractors shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. 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. 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 the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

35.0 Limitation of Liability.

IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE CONSULTANT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

36.0 Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

(i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid,

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proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000).

37. No Construction Against Drafter

37.1 The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

38. Unauthorized Alien(s)

The Consultant shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C.

1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Consultant shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY M. BUTTERFIELD

By:_____
Deputy Clerk

Polk County, a political subdivision
of the State of Florida

By:_____
George Lindsey, Chairman
Board of County Commissioners
Or (Delete whichever does not apply)
William D. Beasley, County Manager

Date Signed by County:_____

Review as to form and legal sufficiency

_____
County Attorney's Office Date

ATTEST:

By:_____
Corporate Secretary

_____
[Print Name]

DATE:_____

SEAL

COMPANY Name
a _____ _____

By:_____

_____
[Print Name]

_____
[Title]

DATE:_____

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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 _____

DRAFT

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization this _____(Date) by _____ (Name of acknowledging partner or agent) on behalf of _____a partnership. He/She personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced_____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date) __

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

DRAFT

May 18, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2
RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Proposals submitted and shortlisted along with the evaluation criteria for the last solicitation (RFP 18-305) added to the County's FTP Site.

To receive a copy of the Proposals submitted and shortlisted and evaluation criteria for RFP 18-305, please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation.* After you have logged in to the FTP site, double click on the file folder "**RFP 23-328 Professional Geotechnical Services and Construction Material Testing and Inspection.zip**", select "Open" or "Save As" to download the Proposals submitted and shortlisted and evaluation criteria for RFP 18-305. If you need assistance accessing this website due to ADA or any other reason, please email Michael Guerrero at michaelguerrero@polk-county.net.

Michael Guerrero
Sr. Procurement Analyst
Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature:_____

Printed Name:_____

Title:_____

Company:_____

ADDENDUM #2

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

Question 1: We are looking to acquire copies of all winning proposals (and evaluation metrics if possible) related to RFP 18-305 Professional Geotech Services & Construction Materials Testing. If there was a shortlist of firms before the final award announcement, we would appreciate those proposals as well.

Answer: Proposals submitted and shortlisted along with the evaluation criteria has been added to the County's FTP Site. The evaluation criteria and the Proposers response to the criteria can be found in the Proposer's response.

To receive a copy of the Proposals submitted and shortlisted and evaluation criteria for RFP 18-305, please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation.* After you have logged in to the FTP site, double click on the file folder "**RFP 23-328 Professional Geotechnical Services and Construction Material Testing and Inspection**.**zip**", select "Open" or "Save As" to download the Proposals submitted and shortlisted and evaluation criteria for RFP 18-305. If you need assistance accessing this website due to ADA or any other reason, please email Michael Guerrero at michaelguerrero@polk-county.net.

June 1, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #3
RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Question asked and answered.

The bid due date is extended to Wednesday June 14, 2023. All Proposals must be received prior to 2:00 p.m.

Michael Guerrero
Sr. Procurement Analyst
Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature:_____

Printed Name:_____

Title:_____

Company:_____

ADDENDUM #3

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

Question 1: We are requesting a one-week extension to this particular request for proposal submittal date (from 2:00 p.m., Wednesday, June 7, 2023, to 2:00 p.m., Wednesday, June 14, 2023). Please let us know if this is something the county is willing to provide.

Answer: Yes. The bid due date is extended to Wednesday June 14, 2023. All Proposals must be received prior to 2:00 p.m.

Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: MC Squared, LLC

DBA/Fictitious Name (if applicable): N/A

TIN #: 90-0033880

Address: 5911 Breckenridge Parkway, Suite G

City: Tampa

State: Florida

Zip Code: 33610

County: Hillsborough

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: Jordan Fox, PE

Phone Number: 813-623-3399

Cell Phone Number: 407-221-8309

Email Address: jfox@mc2engineers.com

Type of Organization (select one type)

- □ Sole Proprietorship
- □ Partnership
- □ Non-Profit
- □ Sub Chapter
- □ Joint Venture
- □ Corporation
- ☑ LLC
- □ LLP
- □ Publicly Traded
- □ Employee Owned

State of Incorporation: Florida

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 23-328, PROFESSIONAL GEOTECHNICAL SERVICES and CONSTRUCTION MATERIAL TESTING and INSPECTION

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: MC Squared, LLC

Signature: _____

Title: President & COO

Date: 6/14/2023

State of: Florida

County of: Hillsborough

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 14 day of June, 2023, by Tom Ali (*name*) as President, COO (*title of officer*) of MC Squared, LLC (*entity name*), on behalf of the company, who [X] is personally known to me or [ ] has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: SARA ROSS

Notary Commission Number and Expiration: Sept. 29. 2024

(AFFIX NOTARY SEAL)

SARA ROSS NOTARY PUBLIC GEORGIA COBB COUNTY EXPIRES SEPT 29, 2024

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

MC Squared, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1275 Shiloh RD NW STE 2620

Requester's name and address (optional)

6 City, state, and ZIP code

Kennesaw, GA 30144

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

9	0	–	0	0	3	3	8	8	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 01/31/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

May 10, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1
RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Correction to Contractual Matters reference on page 20 of the RFP document.

Michael Guerrero
Sr. Procurement Analyst
Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature: _____

Printed Name: Tom Ali, PE

Title: President & COO

Company: MC Squared, LLC

May 18, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2
RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Proposals submitted and shortlisted along with the evaluation criteria for the last solicitation (RFP 18-305) added to the County's FTP Site.

To receive a copy of the Proposals submitted and shortlisted and evaluation criteria for RFP 18-305, please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation.* After you have logged in to the FTP site, double click on the file folder "**RFP 23-328 Professional Geotechnical Services and Construction Material Testing and Inspection.zip**", select "Open" or "Save As" to download the Proposals submitted and shortlisted and evaluation criteria for RFP 18-305. If you need assistance accessing this website due to ADA or any other reason, please email Michael Guerrero at michaelguerrero@polk-county.net.

Michael Guerrero
Sr. Procurement Analyst
Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature:_____

Printed Name: Tom Ali, PE

Title: President & COO

Company: MC Squared, LLC

June 1, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #3
RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Question asked and answered.

The bid due date is extended to Wednesday June 14, 2023. All Proposals must be received prior to 2:00 p.m.

Michael Guerrero
Sr. Procurement Analyst
Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature: _____

Printed Name: Tom Ali, PE

Title: President & COO

Company: MC Squared, LLC

RFP 23-328

Professional Geotechnical Services
&
Construction Material Testing and Inspection

POLK COUNTY

MC² GEOTECHNICAL • ENVIRONMENTAL MATERIALS TESTING

Contents

Tab 1 – Executive Summary (4 Pages)

Tab 2 – Approach to the Project (3 Pages)

Tab 3 – Experience, Expertise, Personnel and Technical Resources (17 Pages)

Tab 4 – Polk County Entity (1 Page)

Tab 5 – Certified Woman or Minority Business Enterprise (3 Pages)

Tab 6 – Interactions with County and Regulatory Agency Staff (1 Page)

Tab 7 – Timely Completions of Projects (1 Page)

Tab 8 – Surveys of Past Performances (8 Pages)

5911 Breckenridge Parkway, Suite G, Tampa, Florida 33610
Phone (813) 623-3399, Fax (813) 623-6636
www.mc2engineers.com

June 14, 2023

Polk County Procurement Division
330 West Church St., Room 150
Bartow, Florida 33830

RE: RFP 23-328
Professional Geotechnical Services and Construction Material Testing and inspection

MC Squared, LLC is pleased to present for your review and consideration our response to the above-referenced solicitation.

As requested, we offer the following items requested in the Executive Summary:

A. MC Squared, LLC
5911 Breckenridge Parkway, Suite G
Tampa, FL 33610
(813) 623-3399
tali@mc2engineers.com

B. MC Squared has been in business for 21 years.

C. We currently employ 81 full-time employees, 51 of which are based in Florida.

D. Documentation showing proper incorporation by the Secretary of State.

E. Certification to provide engineering services from the State of Florida.

Since our founding in 2001, MC Squared, LLC has devoted its practice to providing exceptional Geotechnical Engineering and Construction Materials Testing and Inspection services on infrastructure projects throughout Florida and Georgia.

Our relevant experience includes work on numerous similarly scoped task order-based contracts including providing Geotechnical Engineering and Materials Testing and Inspection services to Polk County for the last 5 years under RFP 18-305. Our team has completed hundreds of projects involving roadways, pipelines, water and wastewater facilities, drainage and bridges for local municipalities, departments of transportation, water management districts, and civil design firms.

We are currently holding, or have recently completed, similar on-call Geotechnical and Materials Testing and Inspection services contracts with the following municipalities:

- Hernando County
- City of Tampa
- Pasco County Utilities and Public Works
- Hillsborough County
- Pinellas County
- Hillsborough County School District
- Pinellas County School District
- City of Dunedin

To supplement our team, we have included the following Polk County Entity firms as noted below:

- Ambient Technologies, Inc. (ATI), to assist with drilling, sampling, and geophysical testing. ATI's local office is located at 4338 Knights Station Rd., Lakeland, FL 33711.

- Roberts Consulting Services, Inc. (RCS), to assist with construction materials testing and inspection. RCS's office is located at 117 Quailwood Dr., Winter Haven, FL 33880.

We understand the work anticipated under this contract will be on an as-needed basis to assist Polk County with accomplishing its project-related goals. The staff proposed for this contract include experienced professionals who have worked on numerous similar projects to those that can be anticipated under this contract. As a result, we are confident we can immediately engage with Polk County and/or the project consultant when applicable in scoping the work, negotiating our services, and providing the desired services for the task assigned.

Please advise if you have any questions or need any additional information. We look forward to your review of our team's qualifications and the opportunity to work with Polk County.

Sincerely,

MC Squared, LLC

Tom Ali, PE
President & Chief Operating Officer

Nicholas Diorio, PE
Contract Manager

Attachments: Certificate of Incorporation
Business License

State of Florida
Department of State

I certify from the records of this office that MC SQUARED, LLC is a limited liability company organized under the laws of the State of Florida, filed on February 25, 2022, effective November 7, 2001.

The document number of this limited liability company is L22000083027.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023 and that its status is active.

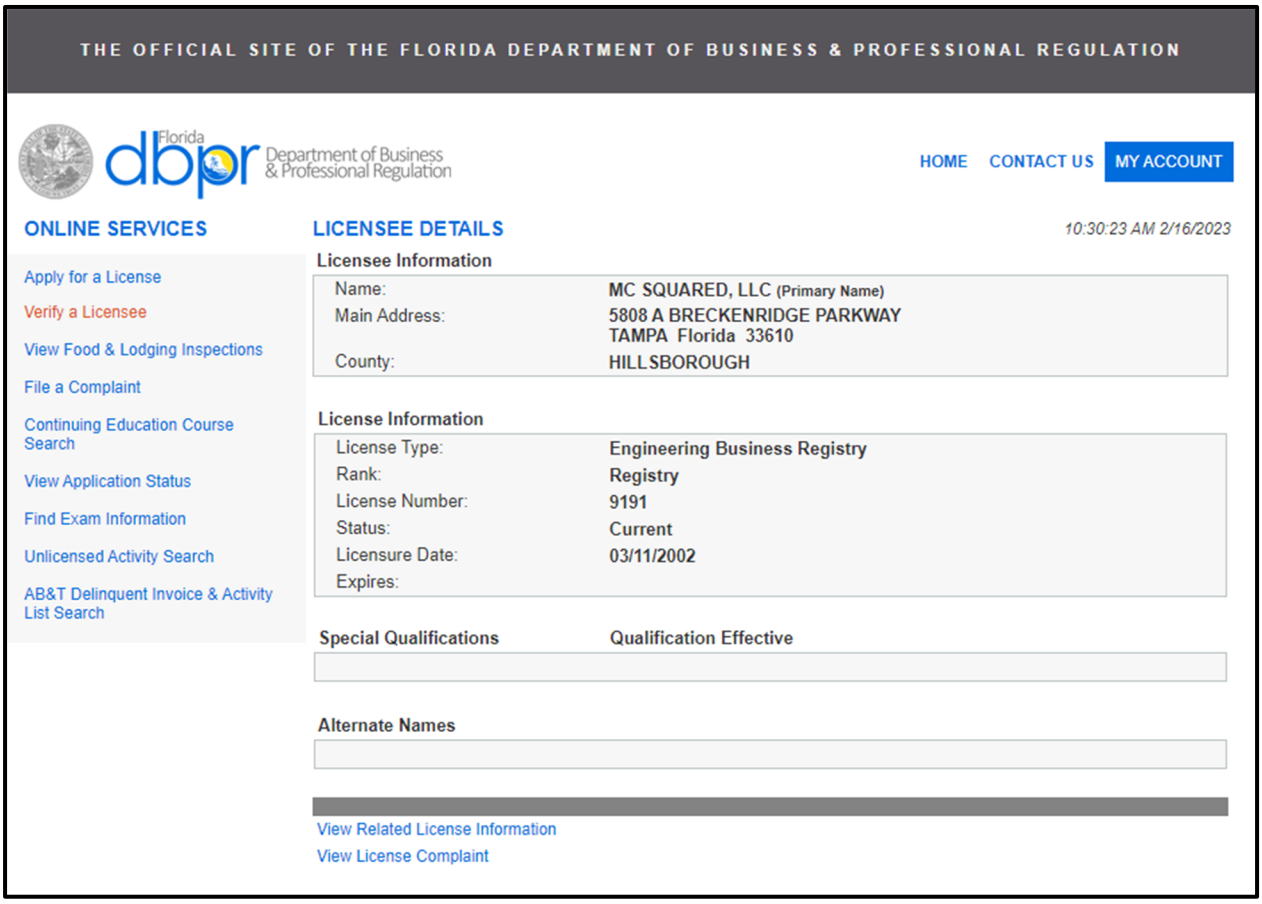
Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-seventh day of January, 2023

Secretary of State

Tracking Number: 6109971745CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication



THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

Florida dbpr Department of Business & Professional Regulation

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LICENSEE DETAILS

10:30:23 AM 2/16/2023

Licensee Information

Name:	MC SQUARED, LLC (Primary Name)
Main Address:	5808 A BRECKENRIDGE PARKWAY TAMPA Florida 33610
County:	HILLSBOROUGH

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	9191
Status:	Current
Licensure Date:	03/11/2002
Expires:	

Special Qualifications	Qualification Effective

Alternate Names

View Related License Information

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Our proposed approach has been developed through our extensive experience managing task-based on-call contracts for local municipalities in the West Central Florida area including previous contracts with Polk County. Our team is familiar with the County's procedures and has developed best practices for executing projects accurately, efficiently, and to the County's satisfaction. Our proposed approach for Geotechnical and Materials Testing projects are as follows:

Geotechnical Engineering Services Approach:

- Upon receipt of a task assignment, our Contract Manager will communicate internally with PM's specializing in either materials testing or geotechnical engineering as needed. Appropriate team members will be assigned to each project with a dedicated PM responsible for ensuring efficient, cost-effective, and quality task execution. Together, the Contract Manager and assigned PM will carefully review any available project information to develop a comprehensive understanding of the assignment scope. This includes understanding the specific services required, project deliverables, schedule, and performance expectations. If a design consultant is involved with the project, we will ensure that their requirements are understood and addressed in our scope of work. Once a consensus on the scope requirements has been reached, a fee proposal and project schedule will be developed considering the complexity of the project, required resources, personnel expertise, and project duration. A project milestone plan will then be established that outlines key activities, timelines, and deliverables for each phase of the project. Ongoing coordination will be maintained with appropriate project staff throughout the project's life cycle. **MC²** will utilize email, telecommunication, and virtual meeting platforms to enhance communication and streamline coordination efforts. Furthermore, our team will take a proactive approach to problem-solving by anticipating potential challenges and identifying mitigation strategies in advance.
- Upon approval of the task assignment, the assigned PM will perform a desktop study of the project site to develop an understanding of the regional geology and anticipated site conditions. This preliminary investigation will include a review of available soil survey information, topographic maps, historical aerial images, and any previous geotechnical studies available from the County.
- The assigned PM, or his/her representative, will then conduct a visual reconnaissance of the project site to document site conditions, evaluate any potential accessibility limitations, stake boring/testing locations, clear utilities, and apply for Right-of-Way (ROW) and/or Temporary Traffic Control (TTC) permits, if needed.

- Upon receipt of the required permits, we will perform field activities such as Standard Penetration Test (SPT) borings, hand augers, pavement cores, Dynamic Cone Penetrometer (DCP) soundings, permeability testing, etc. as appropriate per the project scope. We will ensure that adequate traffic control is in place when required.
- Laboratory testing will be conducted on carefully selected, representative samples to confirm field classifications, develop the soil profile, and to determine the engineering properties of the soils.

- Our geotechnical staff will review the field and laboratory data and provide geotechnical engineering analysis appropriate for the project. The results of our field and laboratory testing programs, and our engineering recommendations will be documented in a clear and concisely written report.
- Preliminary results will be provided upon request when required to maintain designer's schedules.
- A QA/ QC check will be performed by a Senior Geotechnical Engineer that is not directly involved in the project prior to submittal to the County.
- Once a report has been submitted our Contract PM will follow up with the County PM to ensure that all services were performed in accordance with expectations and to solicit feedback on future means for improvement.

Materials Testing Services Approach:

- Upon receipt of a task assignment, the assigned PM will carefully review the plans and specifications and coordinate with the County PM to understand the County's expectations for testing and to clarify which specifications and requirement will apply to the project (FDOT, Polk County, ASTM, AASHTO, etc.). Any discrepancies discovered in the plans or specifications will be brought to the immediate attention of the County PM to reduce the potential for future problems once the project is underway.
- The assigned PM will work with the County PM to develop an appropriate scope and budget for testing. If not provided by contractor, a Project Schedule of our anticipated activities will be provided within 5 days of NTP including a project milestone plan and a projected payout curve.
- Testing personnel will be assigned to work on the project based on scope and certification requirements. Once the appropriate personnel are identified, contact info will be communicated to all parties. This includes County Staff, CEI personnel, if applicable, as well as the contractor.

- Our team will respond to County or Contractor requests for testing when necessary and will ensure that the County representative is on site for testing, if required.
- When applicable, material samples will be returned to the lab for testing, as required (proctors, LBR's, compressive strength testing, asphalt testing, etc.).
- Test reports including relevant information such as: County Project Name, task number, test method, sample location and test results will be prepared and reported promptly. Any significant findings will be reported to the County PM upon discovery.
- A QA/QC check will be performed on all deliverables prior to submission to the County. Test results/reporting will be provided via email or however agreed upon. Preliminary copies will be submitted within 1 hour after completion of testing and official signed reports within 24 hours after completion to the Contractor, CEI/County Field Office, EOR, and County Project Manager as requested in the Work Order.
- Once a report has been submitted our Contract PM will follow up with the County PM to ensure that all services were performed in accordance with expectations and to solicit feedback on future means for improvement

The following describes the steps **MC²** will implement to control the quality and cost of each task assigned. The **MC²** Quality Control process for project deliverables generally applies to all proposals, cost estimates and fee packages, reports, calculations, CADD Drawings, boring logs, recommendations, and specifications produced by **MC²**. The process includes checking and back-checking of the work produced by **MC²**.

Prior to submission, each project deliverable will be subjected to an independent review by a Senior professional engineer or qualified professional different from the one that prepared the deliverable.

All documents will be checked for conformance with established design criteria, legibility, completeness, and mathematical and plotting accuracy. The checker will sign and date the design documents which indicate that they have been checked against the applicable standards and criteria. The reviewed deliverable, including comments, concurrence, incorporation and verification documentation, will be filed and available for future reference or review.

It is the goal of this guideline to set forth a systematic process of project planning, development and record keeping that is understandable, logical, and efficient.

MC^2 will use qualified production and review personnel to produce and review each element of the work required by the project Scope of Services. The process requires the documentation of the agreement between two qualified professionals (the Designer and the Checker) that each element of work produced and reviewed in association with the Scope of Services conforms to the applicable standards and criteria. The Project Manager develops an appropriate Quality Control Plan (QCP) that establishes the minimum guidelines for review procedures on the project. This QCP will identify the deliverable products and which reviews are to be performed on each:

1. QC Team kick-off meeting
2. When the QC reviews occur
3. Individuals responsible for each quality control task
4. The documents generated from these reviews
5. Check lists to be used

The Principal-in-Charge shall approve all checking and review assignments and shall approve of the QCP. It is the Project Manager's responsibility to gain this approval, to assign and schedule all checking and review meetings, to personally be sure that each project is adequately checked and, later, that the proper reviews have been held. It is the Principal-in-Charge's responsibility to monitor the Project Manager's adherence with the QCP. The Principal-in-Charge will also perform random quality control audits in the office. These audits will assess the firm's compliance with the requirements of the QCP, as well as the adequacy of materials, documentation, coordination, processes, procedures, training, guidance and staffing. At the conclusion of each job, the Principal-in-Charge shall prepare an assessment of the firm's performance overall, and of the Project Manager's performance on the project. The Principal-in-Charge shall review this evaluation with the Project Manager, as a basis for future improvement. We will also provide a Quality Assurance Certification stamp as shown below where applicable.

Quality Assurance Certification For

Phase _____ Submittal for (*Insert Project Name & No.)*

Project Manager: _____
Senior Geotechnical Engineer: _____
Project Engineer: _____
Staff Engineer: _____

I do hereby certify that the enclosed submittal has been prepared and checked in accordance with good engineering practices and represents a quality project.

Principal-in-Charge: _____ **Date:** _____

Previous Projects

In this section we have included 5 Geotechnical Engineering projects and 3 Materials Testing and Inspection projects performed in the last 5 years which illustrate the experience of our firm and current staff as related to the desired services. Each of these projects were performed in Polk County, and the majority were executed under our previous Geotechnical Engineering and Materials Testing and Inspection services contract with Polk County. Our favorable performance on these projects is documented in the form of client surveys which are included in Tab 8 for your review.

Organizational Chart and Resumes

This section also includes an organizational chart of the MC Squared team which highlights the key individuals who will work on this contract. Key individuals include Nick Diorio, PE serving as Contract Manager with 15+ years of industry experience; Prashanth Vaddu, PE serving as Geotechnical Services Lead with 15+ years of industry experience, Winston Stewart, PE serving as Materials Testing and Inspection Services Lead with 40+ years of experience, and Tom Ali, PE serving as Principal-in-Charge with 30+ years of experience. Brief resumes highlighting the experience of these key personnel area also included.

Subconsultant Team Members

MC Squared has strategically chosen to partner with Ambient Technologies, Inc. (ATI) and Roberts Consulting Services, Inc. (RCS) for this contract. Each of these firms have a local presence in Polk County and each firm represents women and/or minority owned business enterprises. The addition of ATI will provide valuable drilling, in-situ testing, and geophysical testing capability on Geotechnical Engineering projects, while the addition of RCS provides additional bench strength to complement our Materials Testing and Inspection staff to ensure that our team can staff high demand projects and quick turnaround testing needs. A brief overview of our team members follows:

Ambient Technologies, Inc. (ATI), has 30 years of continued experience providing geo-services for Environmental, Geotechnical, Exploration, Consulting, Engineering and Construction Projects. Core services include: (1) Geotechnical Drilling Services*:* Standard Penetration Test (SPT), Solid and Hollow Stem Auger, NQ/HQ Rock Coring, Concrete/Asphalt Coring, Undisturbed Samples (Shelby) Geotechnical Instrumentation Installation (piezometers, inclinometers, etc.). (2) Cone Penetration Testing (CPT): ATI Geological specializes in In-Situ Testing for geotechnical and environmental investigations using advanced geo-environmental methods of exploration including Cone Penetration Testing (CPT). (3) Geophysical Services: Geotechnical/Geological Site Characterization Studies using a wide range of geophysical technologies. Specialists in Karst/Sinkhole/Geological characterization studies. Environmental site characterization studies designed identify buried metallic and non-metallic debris, USTs, drums, abandoned wells, contaminated soils, etc. Underground utility designation and designation and mapping for clearance of bore holes and mapping underground utilities throughout project sites. NDT testing of concrete structures and foundations for both design and deficiencies using a variety of methods. Concrete reinforcing and corrosion studies. Marine surveys to determine presence of submerged objects, bathymetry and underlying geological conditions. Drone services to provide complimentary ortho-photographic, infrared and lidar mapping services.

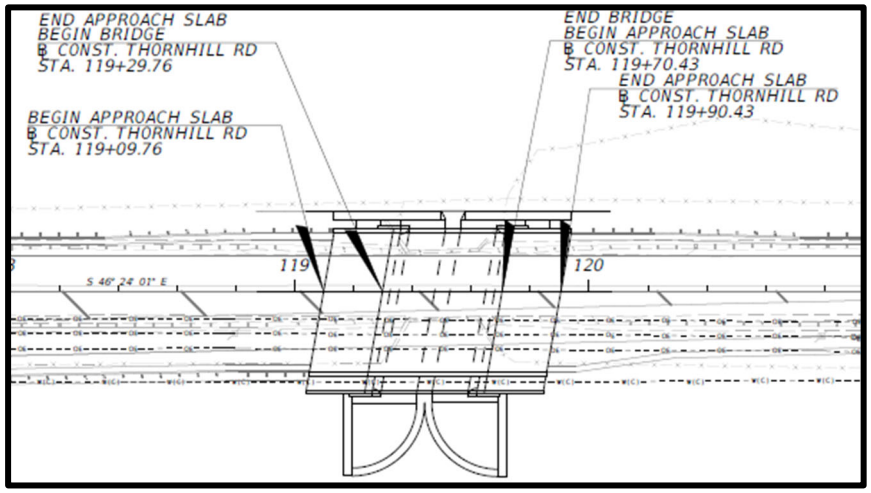
Roberts Consulting Services, Inc. (RCS) is a full-service engineering firm specializing in Construction Materials Testing, Construction Engineering and Inspection (CEI), and QA/QC services. RCS is FDOT prequalified in work groups 10.1 and 10.3 and has over 60 years of combined experience providing Construction Materials Testing and Inspection services to clients throughout Central Florida. The RCS team includes nearly 30 CTQP certified field and laboratory testing technicians/inspectors.

Project Name: Geotechnical Services for Thornhill Road Bridge Replacement
Location: Polk County, FL
Total Project Cost: $1,999,900.00
MC2 Fee: $28,523.94
Owner: Polk County BOCC
Client: Polk County Roads & Drainage Division
Completion Date: February 2022

Project Representative Information:
Name: Jose Fernandez, E.I.
Company: Polk County Roads and Drainage Division
Address: 3000 Sheffield Road
Winter Haven, FL 33880
Phone: 863-535-2200
Email: josefernandez@polk-county.net

Scope of Services:
Thornhill Road Bridge (Bridge 164104) was a single-span concrete bridge built in 1960 over Lake Lena Run. The bridge was determined to be functionally obsolete due to its narrow width. To improve the condition of the bridge, a roadway section featuring two 12-foot lanes with 8-foot-wide shoulders was proposed. The planned improvements required reconstruction of the existing bridge structure.

MC Squared was retained by Polk County to provide geotechnical engineering services for the new bridge. A site investigation including Standard Penetration Test (SPT) soil borings, in conjunction with pavement cores, Hand Auger (HA) borings, and Dynamic Cone Penetrometer (DCP) tests were completed. Geotechnical engineering recommendations including soil parameters, shallow and deep foundation recommendations, and pile capacities were provided to support embankment, retaining wall, and foundation design efforts.



Project Name: Geotechnical Pavement Evaluations
Location: Polk County, FL
Total Project Cost: $99,908.20
MC2 Fee: $99,908.20
Owner: Polk County BOCC
Client: Polk County Roads & Drainage Division
Completion Date: March 2022

Project Representative Information:
Name: Austin Potts, P.E.
Company: Polk County Roads and Drainage Division
Address: 3000 Sheffield Road
Winter Haven, FL 33880
Phone: 863-535-2221
Email: austinpotts@polk-county.net

Scope of Services:
MC Squared was retained to perform pavement evaluations at several roadways throughout Polk County (listed below) due to deteriorated pavement conditions suspected to result from elevated ground water levels. A total of 90 pavement cores, in conjunction with DCP tests and HA borings, were performed to evaluate the existing pavement configuration and subgrade conditions over approximately 15 miles of roadway. Temporary traffic control was required to complete the pavement coring operation. MC Squared followed FDOT/MUTCD guidelines in order to ensure safe working conditions for the field technicians performing the fieldwork.

Pavement core summary sheets including pavement layers and thicknesses, photos, and DCP testing data were presented and pavement rehabilitation recommendations were provided along with construction considerations and resilient modulus values to assist in design efforts.

Evaluated Roadways:

1. Enclave Boulevard
2. Hunters Greene Drive
3. Greene Circle
4. Holy Cow Road
5. Deen Still Road
6. Van Fleet Road
7. Shadywood Court

Project Name: Geotechnical Services for Tillery Rd & Clubhouse Rd Drainage Improvements
Location: Polk County, FL
Total Project Cost: $450,000.00
MC2 Fee: $19,808.34
Owner: Polk County BOCC
Client: Polk County Roads & Drainage Division
Completion Date: February 2021

Project Representative Information:
Name: William Lorenzo, P.E.
Company: Polk County Roads and Drainage Division
Address: 3000 Sheffield Road
Winter Haven, FL 33880
Phone: 863-535-2286
Email: williamlorenzo@polk-county.net

Scope of Services:
Drainage improvements were needed to alleviate persistent flooding in the area of Clubhouse Road in Polk County. Following a drainage analysis performed by others, an improvement plan consisting of new control structures and conveyance upgrades was chosen. MC Squared was retained to evaluate the subsurface conditions along the planned pipeline alignment. A site investigation including SPTs and HA borings was performed and general pipe installation recommendations were provided. Additional recommendations included excavation, dewatering, and pipe uplift considerations to assist with design efforts.

Project Name: Geotechnical Services for the Rolling Oaks Drainage Improvement Project
Location: Polk County, FL
Total Project Cost: $525,000.00
MC2 Fee: $17,560.00
Owner: Polk County BOCC
Client: Polk County Roads & Drainage Division
Completion Date: July 2020

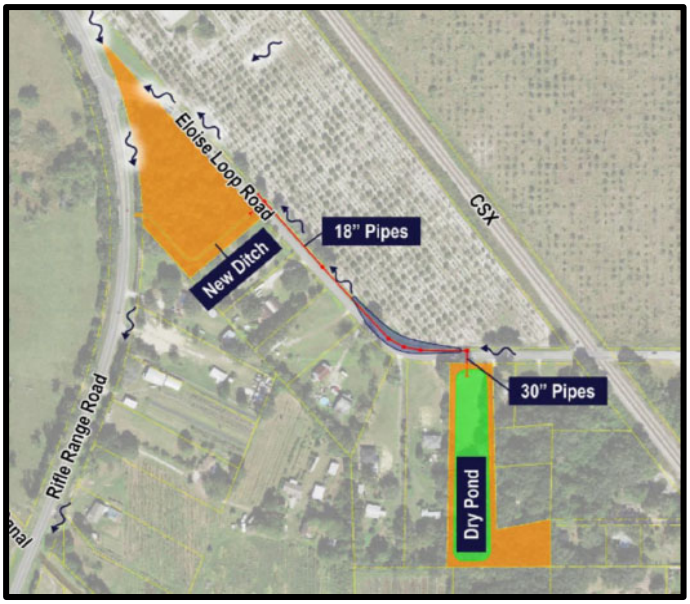
Project Representative Information:
Name: Doug Gable, P.E.
Company: Polk County Roads and Drainage Division
Address: 3000 Sheffield Road
Winter Haven, FL 33880
Phone: 863-535-2276
Email: douggable@polk-county.net

Scope of Services:
MC Squared was retained by Polk County to provide geotechnical services for planned drainage improvements in the Rolling Oaks Estates subdivision. The planned improvements included stormwater ponds, swales, pipeline, and drainage control structures. MC Squared performed a subsurface investigation consisting of SPTs, HA borings, and Double Ring Infiltrometer (DRI) tests to support the design and construction of the planned improvements. Geotechnical recommendations including estimated Seasonal High Groundwater Table (SHGWT) depth, soil infiltration rates, suitability of on-site soils, and stormwater pond considerations were provided.

Project Name: Geotechnical Services for Eloise Loop Rd Drainage Improvements
Location: Polk County, FL
Total Project Cost: $12,708.30
MC2 Fee: $12,708.30
Owner: Polk County BOCC
Client: Polk County Roads & Drainage Division
Completion Date: September 2021

Project Representative Information:
Name: Lawrence C. Updike Jr., P.E.
Company: Polk County Roads and Drainage Division
Address: 3000 Sheffield Road
Winter Haven, FL 33880
Phone: 863-535-2323
Email: connerupdike@polk-county.net

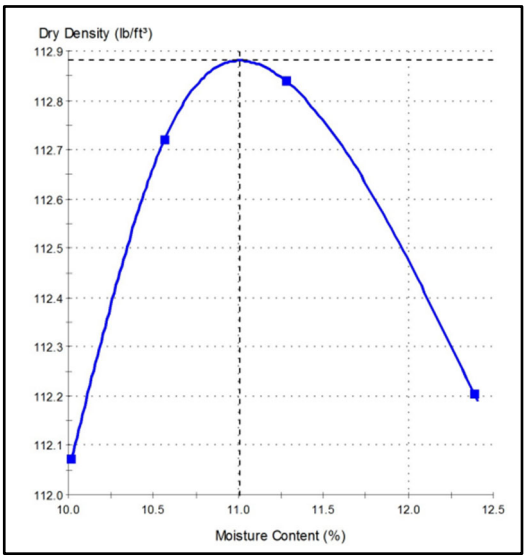
Scope of Services:
MC Squared was retained by Polk County to provide geotechnical services for planned drainage improvements along Eloise Loop Road to address persistent flooding during rain events. The planned improvements included a stormwater pond, reinforced concrete stormwater drains and associated piping, and drainage ditches. MC Squared performed a subsurface investigation consisting of SPTs, HA borings, and Double Ring Infiltrometer (DRI) tests to support the design and construction of the planned improvements. Geotechnical recommendations including estimated Seasonal High Groundwater Table (SHGWT) depth, soil infiltration rates, suitability of on-site soils, pipe installation recommendations, and stormwater pond considerations were provided.



Project Name: CQC Testing for Walk-in-Water Road over Tiger Creek Bridge
Location: Polk County, FL
Total Project Cost: $$5,045.00
MC2 Fee: $5,045.00
Owner: Polk County BOCC
Client: Gosalia Concrete Constructors, Inc.
Completion Date: November 2021

Project Representative Information:
Name: Mike Stanley
Company: Gosalia Concrete Constructors, Inc.
Address: 4607 N. 56th St.
Tampa, FL 33610
Phone: 813-443-0984
Email: mstanley@gosaliaco.com

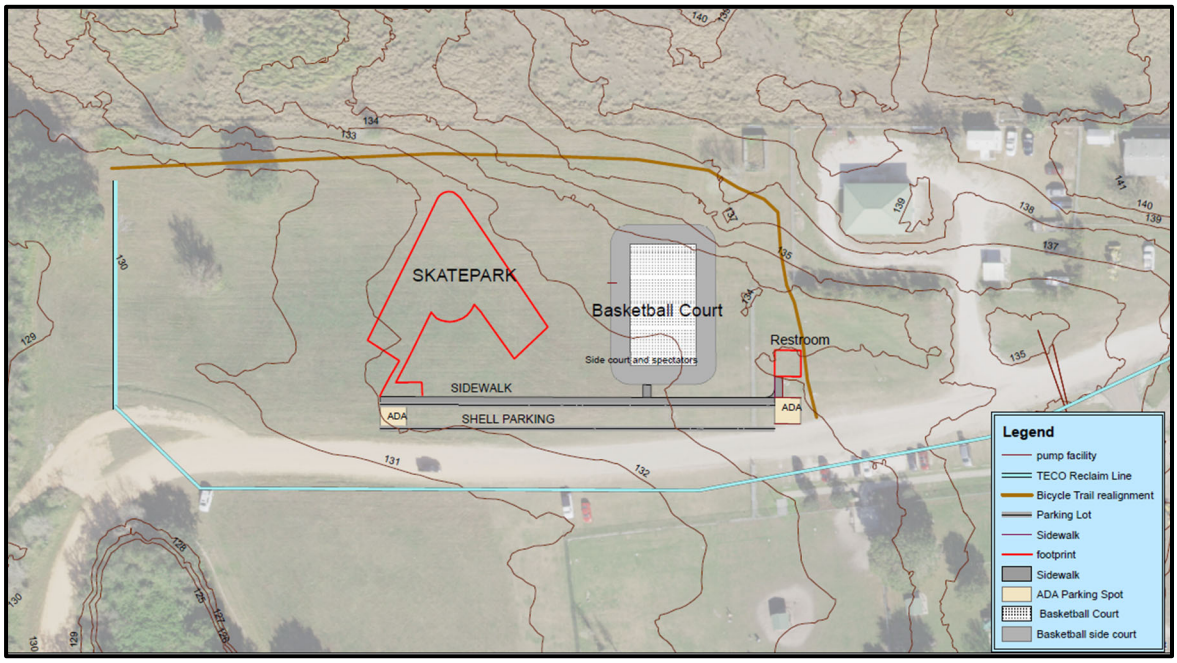
Scope of Services:
MC Squared was retained by Gosalia to provide third party CQC testing for the Walk-in-Water Road over Tiger Creek Bridge project. MC Squared provided ACI and CTQP certified field technicians to collect soil samples and cast concrete cylinders for laboratory testing. Laboratory services included Modified Proctor, Gradation, Organic Content, Atterberg Limits, Limerock Bearing Ratio, and Compressive Strength of Concrete Cylinders. All field and laboratory testing was performed in accordance with applicable standards.



Project Name: Loyce Harpe Skate Park
Location: Polk County, FL
Total Project Cost: $667,819.00
MC2 Fee: $6,701.80
Owner: Polk County BOCC
Client: Polk County Facilities Management Division
Completion Date: December 2020

Project Representative Information:
Name: Rafael Samaniego
Company: Polk County Facilities Management Division
Address: 2160 Marshall Edwards Dr.,
Bartow, FL 33830
Phone: 863-344-2303
Email: rafaelsamaniego@polk-county.net

Scope of Services:
MC Squared was retained by Polk County to provide Construction Materials Testing services for the construction of a skate park at Loyce E. Harpe Park. Earthwork and Concrete testing and inspection services were requested. MC Squared provided ACI and CTQP certified field technicians to perform field density tests, collect soil samples of stabilized subgrade, and cast concrete cylinders for laboratory testing. Laboratory services included Standard Proctor Testing, and Compressive Strength of Concrete Cylinders. All field and laboratory testing was performed in accordance with applicable standards.



Project Name: Suntrax Connected / Automated Vehicle Test Facility
Location: Auburndale, FL
Total Project Cost: $160,000,000.00
MC2 Fee: $758,766.00
Owner: FDOT/FTE
Client: Johnson Brothers (A Southland Corporation)
Completion Date: December 2021

Project Representative Information:
Name: Tom Charles, PE
Company: Johnson Brothers (A Southland Corporation)
Address: 608 Henrietta Creek Rd.
Roanoke, TX 76262
Phone: 407-467-1112
Email: tcharles@southlandholdings.com

Scope of Services:
MC Squared was retained to provide Quality Control (QC) testing for the 200-acre testing Computer Automated Vehicle (CAV) testing facility. Services included: QC plan creation and maintenance, generation of ERS logbook sheets, embankment and pipe backfill density testing using FDOT logbooks, concrete, mortar and grout field and lab sampling and testing, stabilized subgrade depth checks and associated lab testing, rock base straight edge, elevation checks and depth checks, floor flatness and levelness surveys on building slabs, as well as drilled shaft slurry testing for gantry and sign structures. Project efficiency was advanced with the use of Nuclear Density Gauges (Troxler 3430 Models, Floor Flatness/Levelness (Allen Face D-Meter), ERS Data Entry tool for FDOT logbooks and Materials Acceptance and Certification System (MAC)

POLK COUNTY

County Contract Manager

Project Manager
Nick Diorio, PE

Principal-in-Charge
Tom Ali, PE

Geotechnical Services

Prashanth Vaddu, PE
Regional Vice President

Geotechnical Engineering

Stephanie Grahl, PE
Jodonna Jimenez, PE
Kristina LaCava, PE
Abner Reis, PE
Jordan Fox, PE
Maziar Foroutan, EI

Field Testing Services

Jeremy James, EI
Brent Pool, EI
Brendan Fritz, EI
Daniel Puyo

Pavement Engineering

Abdalla Al-Rawashdeh, PhD, PE

Materials Testing and Inspection Services

Winston Stewart, PE
Chief Geotechnical Engineer

Laboratory Testing

Martin Verbus, PG
Lance Croft, PG
Hipolito "Macho" Medina
James Callahan

Field Testing & Inspection

Daniel Bien
Ryan Holt
Robert Oliveri
John Hunter Williams
Abdelrahman Ahmed
Javuan Linton

Our Team

Roberts Consulting Services, Inc.

MC² Geotechnical • Environmental Materials Testing

GeoView A geophysical services company

Nicholas S. Diorio, PE
Project Manager

EDUCATION
BS Civil Engineering University of South Florida, Tampa, FL

LICENSES AND REGISTRATIONS
Registered Professional Engineer:

- State of Florida No. **72283**
- State of Georgia No. **038390**
- State of S. Carolina No. **31154**
- State of Tennessee No. **117580**

Certifications:
GRLWEAP Wave Equation Analysis of Pile Driving

PROFESSIONAL BACKGROUND
Mr. Diorio serves as a Senior Project Manager for MC Squared, LLC. He has over 15 years of industry experience in Geotechnical Engineering, Laboratory Testing, and Construction Materials Testing and Inspection. His experience has been earned across a variety of infrastructure projects including roadways and bridges, intersection improvement projects including signalizations, water and wastewater facilities, pipelines, commercial developments, and various utility projects. He also oversees and coordinates efforts of field and laboratory technicians on various projects.

The following are some examples of representative projects Mr. Diorio has been involved:

C-43 West Basin Storage Reservoir, Hendry County, Florida - The Caloosahatchee River (C-43) West Basin Storage Reservoir Project consists of an above-ground reservoir with a total storage capacity of approximately 160,000 acre-feet. MC Squared is providing full-service quality control and testing services for the utilization of multiple borrow pits, embankment placement of ~22-million cubic yards of fill, 19-miles of a soil-bentonite wall, 110,000 tons of soil-cement armoring, the construction and inspection of 12 pump stations, water control structures, construction of two bridges, steel and weld inspection, threshold inspection for several buildings, rip-rap testing for the creation of canals, asphalt field and lab testing for associated roadways and inspection and testing of associated drainage structures. Mr. Diorio served as Project Manager on this project.

Stormwater Treatment Area 1 West Expansion, South Bay, Palm Beach County, Florida – This project served to construct a man-made wetland to filter nutrients from surrounding agriculture areas before reaching the Everglades. Serving as a Geotechnical Engineer on this project, Mr. Diorio provided laboratory testing services, concrete sampling and testing, compressive strength testing, QC of construction materials testing of soil proctors and gradations of embankment materials, and field density testing of compacted materials for all roadway areas across the project site. Additional services provided for this project included geotechnical review of soil borings and onsite material, soil profiling of deep excavations to support changed conditions onsite, vibration monitoring, reporting during surface rock blasting and construction-induced vibrations, assistance in reading and interpreting project specifications, review and revision of the Requests for Information (RFIs) to the District, riprap material acceptance, oversight of steel

Snapfinger Advanced Wastewater Treatment Facility Expansion – Phase 2, Dekalb County, Georgia – MC Squared provided Construction Materials Testing and Inspection services including in-place density testing of Graded Aggregate Base Courses and backfilled soils, concrete field testing and compressive strength of specimens, masonry field testing and compressive strength of specimens. Mr. Diorio served as Project Manager on this project.

Thomas Ali, PE
Principal-In-Charge

EDUCATION

BS Civil Engineering, Pennsylvania State University, State College, PA

LICENSES AND REGISTRATIONS

Registered Professional Engineer:

- State of Florida No. **90030**
- State of Pennsylvania No. **PE044207E**

PROFESSIONAL BACKGROUND

Mr. Ali serves as the President and Chief Operating Officer for MC Squared, LLC. He has over 33 years of experience in Construction Materials Testing and Inspection and has served as Quality Assurance (QA) Manager on numerous on-call Materials Testing contracts. In addition to direct project experience, he has served on multiple ACI committees gaining valuable insight into the Materials Testing Industry. He is responsible for overall client satisfaction and quality assurance for all projects within the firm.

The following are some examples of representative projects Mr. Ali has been involved:

Polk County On-Call Geotechnical and Materials Testing Services, Polk County, Florida - This contract is for Geotechnical Engineering and Construction Materials Testing services for various projects in Polk County. MC Squared performed QA/QC testing services including field density tests, standard/modified proctor testing, LBR testing, and concrete testing and inspection. Additional services included pavement evaluation and geotechnical investigation and design. Mr. Ali assumed the role of Principal-in-Charge for this contract.

Hernando County On-Call Geotechnical Engineering Services Contract, Hernando County, Florida – This contract provided on-call Geotechnical services for Hernando County. Specific services provided by the MC Squared team included reviewing soil survey maps, exploration and evaluation of general subsurface conditions, borings and classifications of soils, measurements of groundwater levels, laboratory and field testing and engineering analysis of soil conditions, slope stability, and foundation/geotechnical designs with recommendations for civil design. Mr. Ali served as the QA Manager for this contract.

Hillsborough County Pavement Engineering, Subsurface Investigations, And Inspection Services, Hillsborough County, Florida - This contract is for professional services for pavement engineering, subsurface investigations and inspections services for various infrastructure projects including bridge repair projects in Hillsborough County, Florida. MC Squared provides geotechnical investigations and testing services as well as pavement cores, dynamic cone penetrometers, roadway pavement design, and pavement condition indexing for roadway improvements/reconstructions. Mr. Ali serves as the Principal-in-Charge for this contract.

Manatee County On-Call Geotechnical And Materials Testing Services, Manatee County, Florida - This contract is for Geotechnical Engineering and Construction Materials Testing and Inspection services for various projects in Manatee County. Services include field density testing, standard/modified proctor testing, LBR testing, and concrete testing and inspection. Additional services included pavement evaluation and geotechnical investigation and design. Mr. Ali serves as the single QA Manager for this contract.

Winston Stewart, PE
Materials Testing and Inspection Services Lead

EDUCATION

BS Civil Engineering University of West Indies, Kingston, Jamaica (1980)
MS Civil Engineering University of Queensland, Brisbane, Australia (1976)

LICENSES AND REGISTRATIONS

Registered Professional Engineer:

- State of Florida No. **81643**
- State of Georgia No. **030504**
- State of New Jersey No. **24GE0325508**
- State of New York No. **065140**
- State of Ohio No. **75836**
- State of Delaware No. **21036**

Certifications:
GA DNR Rules for Dam Safety – Engineer of Record

PROFESSIONAL BACKGROUND

Mr. Stewart serves as Chief Engineer for MC Squared, LLC. He has over 40 years of experience in Geotechnical Engineering, Construction Materials Testing and Inspection, and Environmental Engineering. He has applied his extensive Geotechnical Engineering knowledge to projects such as site selection, earth and rock-filled dam design and construction, design of shallow and deep foundation systems for single and multi-level buildings, earth and rock slope stability analysis, as well as foundation rehabilitation and stabilization using several grouting techniques. Other related projects include pavement evaluations and designs for roadways, soil surveys, Bridge Foundation Investigations (BFIs), Wall Foundations Investigations (WFIs) and collection and evaluation of asphalt Cores.

The following are some examples of representative projects Mr. Stewart has been involved:

Polk County On-Call Geotechnical and Materials Testing Services, Polk County, Florida - This contract is for Geotechnical Engineering and Construction Materials Testing services for various projects in Polk County. MC Squared performed QA/QC testing services including field density tests, standard/modified proctor testing, LBR testing, and concrete testing and inspection. Additional services included pavement evaluation and geotechnical investigation and design. Mr. Stewart served as Geotechnical Services Lead for this contract.

Hernando County On-Call Geotechnical Engineering Services Contract, Hernando County, Florida – This contract provided on-call Geotechnical services for Hernando County. Specific services provided by the MC Squared team included reviewing soil survey maps, exploration and evaluation of general subsurface conditions, borings and classifications of soils, measurements of groundwater levels, laboratory and field testing and engineering analysis of soil conditions, slope stability, and foundation/geotechnical designs with recommendations for civil design. Mr. Stewart served as the Geotechnical Services Lead for this contract.

C-43 West Basin Storage Reservoir, Hendry County, Florida - The Caloosahatchee River (C-43) West Basin Storage Reservoir Project consists of an above-ground reservoir with a total storage capacity of approximately 160,000 acre-feet. MC Squared is providing full-service quality control and testing services for the utilization of multiple borrow pits, embankment placement of ~22-million cubic yards of fill, 19-miles of a soil-bentonite wall, 110,000 tons of soil-cement armoring, the construction and inspection of 12 pump stations, water control structures, construction of two bridges, steel and weld inspection, threshold inspection for several buildings, rip-rap testing for the creation of canals, asphalt field and lab testing for associated roadways and inspection and testing of associated drainage structures. Mr. Stewart serves as Project Principal on this project.

Prashanth Vaddu, PE
Geotechnical Lead

EDUCATION

MS Civil Engineering, Southern Illinois University at Carbondale, Carbondale, Illinois
BS Civil Engineering, Osmania University College of Engineering, Hyderabad, India

LICENSES AND REGISTRATIONS

Registered Professional Engineer:

- State of Florida No. **75114**
- State of Georgia No. **039820**
- State of S. Carolina No. **30217**
- State of N. Carolina No. **045032**

PROFESSIONAL BACKGROUND

Mr. Vaddu serves as Regional Vice President for MC Squared, LLC. He has over 18 years of experience in Geotechnical Engineering and Construction Materials Testing and Inspection. His Geotechnical expertise includes subsurface exploration, site characterization, foundation design, geo-forensic investigations, pavement evaluations, and constructability reviews. Mr. Vaddu has served as Project Manager or Senior Project Engineer for numerous infrastructure projects, including work on bridges, walls, embankments, pavements, pipelines, and tunnels. Additionally, Mr. Vaddu has extensive experience performing sinkhole investigations and designing sinkhole remediation plans.

The following are some examples of key projects Mr. Vaddu has been involved:

W.E. Dunn WRF Filtration and Disinfection Improvement Project, Pinellas County, Florida - This Progressive Design Build Project includes addition of a new disinfection facility structure in addition to various miscellaneous improvements. MC Squared provided geotechnical engineering and geo-forensic evaluations for the project to address design as well as sinkhole remediation services prior to construction. Geotechnical evaluations included both Standard Penetration test (SPT) borings and Piezocone Penetration Test (PCPT) soundings at the project site. Geophysical evaluations at the site included Ground Penetrating Radar (GPR) and Multichannel Analysis of Surface Waves (MASW) to identify potential subsurface anomalies. Geo-forensic assessments included recommendations for pressure grouting to remediate the subsurface soils prior to foundation installation. Foundation evaluations included recommendations for shallow (mat foundations) as well as deep foundations (including driven piles, drilled shafts, augered-cast-in-place piles). Mr. Vaddu serves as Geotechnical QA Lead on this project.

Thornhill Rd. Bridge Replacement, Polk County, Florida – This project was for replacement of the bridge along Thornhill Road in Polk County. MC Squared provided Geotechnical Engineering services through QA and project oversight. Geotechnical analyses included evaluation of box culvert and short single-span concrete bridge alternatives as replacement structures for the aging bridge. Additionally, the existing pavement was evaluated along both approaches for a total project length of 0.4 miles. PSC and H-Piles were evaluated for support of the short single-span bridge option while shallow foundations were evaluated for support of the box culvert. Davison pile capacity curves were generated to assist with the design of the project. Mr. Vaddu served as Project Principal on this project.

Port Sutton Bridges, Hillsborough County, Florida – This project was for Geotechnical Engineering Consulting Services regarding two bridges within the immediate vicinity of a sensitive power generation plant. MC Squared provided evaluations for the use of several deep foundations, including non-redundant drilled shafts, for the single-span bridges. Mr. Vaddu served as a Geotechnical Engineer on this project.

Michael J. Wightman, P.G.

ROLE: President, Principal Geophysicist, GeoView, Inc. - Subsidiary of Ambient Technologies, Inc.

EDUCATION:

- M.S., Hydrogeology/Geophysics, University of South Florida, 1989
- B.A., Geology, University of California, Santa Barbara, 1986
- B.A., Business, Economics/Environmental Studies, University of California, Santa Barbara, 1980

REGISTRATIONS/CERTIFICATIONS:

- Licensed Professional Geologist, Florida and California (FL #1423, CA #6500)
- Certified Ground-Penetrating Radar Operator
- AGI Electrical Resistivity Imaging Certification
- Certified Pile Integrity Tester
- Geophysical Well Logging and Imaging.

Mr. Wightman's responsibilities at GeoView Inc. include the management and technical oversight of all geophysical investigations conducted by the firm. He has either managed or conducted geophysical investigations throughout the entire United States, Caribbean Basin and Central America. His duties include quality control oversight, project management and budgeting, employee supervision and training, design and implementation of geophysical investigations, data evaluation, numerical and analytical modeling of geophysical data. Mr. Wightman has either conducted or managed over 10,000 geophysical investigations concerned with environmental, geotechnical, geological, hydrogeological, infrastructure and construction-related projects. Mr. Wightman is an expert in the application of geophysical methods in terms of understanding karst-related conditions. Mr. Wightman has provided expert testimony, authored publications and delivered numerous presentations concerning geophysical testing for a wide variety of applications. Mr. Wightman has either conducted or managed over 10,000 geophysical investigations concerned with environmental, geotechnical, geological, hydrogeological, infrastructure and construction-related projects.

RELEVANT PROJECT EXPERIENCE:

Hillsborough County Southeast Landfill Expansion-Geological Site Characterization, 2020, $55,000. Project Manager-Geosyntec, Tampa, FL. Evaluated the effectiveness of several geological methods to identify deeply buried (75-200 feet below land surface) paleo-karst (sinkhole) features. A 40-acre test area was selected to evaluate the effectiveness of electrical resistivity imaging (ERI), micro-gravity and seismic refraction tomography. A total of 5,500 linear feet of data was collected using all methods. Results from the three geophysical test methods were integrated and compared to the results of standard penetration test (SPT) boring that were performed within identified suspected buried karst features.

McKay Bay Environmental Site Investigation, 2022, $9,000. Project Manager-Intertek, Tampa. Combined ground penetrating radar and time-domain electromagnetics study to delineate buried metallic and non-metallic debris across project site and clear locations for 90 planned borings (2022).

FDOT District 7 Emergency Response Services, Florida, 2013-present, $95,000. Project Manager – Intertek-PSI – Tampa, FL – Ongoing since 2013 On-going services contract to provide geophysical testing to help determine cause for formation of depressions or collapse on FDOT-regulated roadways in FDOT Districts 1 and 7. Ground penetrating radar and electrical resistivity imaging are typically performed. Required response time 4 hours or less.

Marcelo Passos Ferreira dos Reis, MSc.

ROLE: VP of ATI Companies LLC and Drilling Operations Manager - Subsidiary of Ambient Technologies, Inc.

EDUCATION:

- M.S., Marine Science/Marine Biology, Universidade Santa Úrsula Rio de Janeiro, Brazil, 2002
- B.Sc., Marine & Science Marine Biology, Universidade Santa Úrsula - Rio de Janeiro, Brazil, 1999

REGISTRATIONS/CERTIFICATIONS:

- Certified Ground-Penetrating Radar Operator
- ISO 14001 Lead Auditor Certification, Environmental Management; Bureau and International Register of Certified Auditors

Mr. Reis' Master of Science studies with a focus in Environmental Marine Sciences have allowed him to interface/integrate multiple factors within environmental processes. He gained vast experience in this area during several years as, first, a Team Member and then Project Director, on marine expeditions for environmental and biological studies. With his educational background and applied experiences, his skills took him to the position of professor with two private universities in Brazil. His accomplished work at the universities was recognized when he was elected "Best Professor of the Year" for two consecutive years. As Lead Environmental Auditor with Bureau Veritas Quality International, he worked with organizations and businesses to establish and maintain effective environmental management systems (EMS) in accordance with ISO 14004 standards. As the Technical/Operational Manager at ATII Brazil, in Rio de Janeiro, Mr. Reis develop the firm's geophysical services market in Brazil. Marcelo has led and managed Geotechnical and Environmental Drilling projects for the Panama Canal Project, where ATI Panamericana provided over 90% of the Geotechnical and Environmental Drilling for the Panama Canal Expansion Project. He is currently in charge of all Geotechnical and Environmental Drilling Projects throughout the State of Florida.

RELEVANT PROJECT EXPERIENCE:

Coral Springs Fire Academy FL, Coral Springs, FL - Project Manager – INTERTEK-PSI – Coral Springs & Plantation, FL – 2019 – **Cost: $6,900**
Site 1 and Site 2: Installation of two (4) Temporary Monitoring wells up to 15 ft. Well is 1" with 10 ft of prepack screen. Installed and removed on same day. Open borings (concrete) for client. Built a decon pit for decontamination processing. Special handling procedures for the sampling of PFAS.

Geotechnical drilling and instrumentation installation, Panamá Canal Pacific side
Project Manager – Grupo Unidos por el Canal/ACP Panama Canal – 2014 – **Cost: $200,000**
Geotechnical/Geological investigation drilling over 4,000 feet, with disturbed and undisturbed samples and HQ coring. With instrumentation installation. Canal Expansion on the Pacific and Atlantic side.

Orange County Superfund Site, City of Orlando, FL
Project Manager – Geosyntec – Tallahassee, FL – 2021-2022 - **Cost: $35,000** ATI Companies completed Direct Push Technology (DPT) Drilling, Soil & Water Sampling and Monitoring Wells installations, at the Spellman Superfund Site in the City of Orlando, Florida. The purpose of the investigation was to identify and delineate the nature and extent of industrial solvents in the soil and groundwater at the site. The Scope of Work included 40 Soil Borings (direct push continuous macrocores sampling) and GW sample points up to 60-ft below land surface. This initial phase also included the installation of 6 monitoring wells (vertical and angled) were installed at the same depth (up to 60ft) for continuous monitoring of the following phases of the project.

ROBERTS CONSULTING SERVICES, INC.

Christopher Sotomayor, P.E.
Geotechnical and Materials Engineer

Christopher Sotomayor has over 6 years of experience in FDOT construction material testing and geotechnical engineering projects. He manages the construction materials testing and geotechnical activities for private and public projects throughout Central Florida. Chris coordinates all field and laboratory activities associated with construction projects, reviews, and signs and seals all construction testing and inspection reports as well as geotechnical reports.

Education

UCF BSCE – Civil Engineering

TIN Number

S356100903

Qualifications / Certifications (FDOT/CTQP Certs)

Florida Registered Professional Engineer, Geotechnical PE #87506

CTQP - Drilled Shaft Inspector

CTQP - Pile Driving Inspector

CTQP - Final Estimates L1

ACI Concrete Field-Testing Tech

Advanced Maintenance of Traffic

Nuclear Safety Certification

Radiation Safety Officer Certification

2014 – 2019
FDOT-District 5, District Wide Contract - C8559, C8A50 & C9C40
Chris served as Project Manager for this FDOT District 5 contract. Chris was responsible for all Geotechnical, Drilled Shaft and Pile Driving Activities. Responsibilities include maintaining and keeping up with IA verifications of all current inspector. Revising field logs and submitting recommendations for approval. Pavement Evaluation on multiple projects (e.g., I-4, SR 464, SR 44). These projects include project include obtaining field core data and providing a summary of the core results and pavement condition as well as resurfacing recommendations. Chris also served as project engineer for a roadway soil survey on A1A. This included obtaining field samples and running geotechnical soil laboratory tests.

2020 – Current
FDOT-District 1, District Wide Contract – CA071
Mr. Sotomayor served as a Project Manager for this District 1 contract. He is responsible for pavement evaluation and laboratory projects assigned by the district and sees them from conception to final reporting. Mr. Sotomayor has been able to consistently save the district 10 to 15 percent of the project budget by efficiently managing field operations.

2014 – 2019
Central Florida Expressway Authority, Continuing Services Contract, Florida
Drilled shaft Inspector to multiple drilled shaft installation projects for CFX projects. Mr. Sotomayor also served as the project engineer. Responsibilities include reviewing and completing drilled shaft logs, recommending further testing and submitting acceptance package.

2014 – 2019
Orange County Public Schools, Continuing Geotechnical Engineering and Materials Testing Contract
Mr. Sotomayor has served as project manager for extensive construction materials testing services on Orange County School sites. He oversees testing of concrete, soils, steel, fireproofing and pavements on various schools. Further responsibilities include keeping track of project progress to efficiently manage the budget. Projects includes Audubon Park ES, Metro West ES., Englewood ES., Parramore PS-8 ES. Avalon Park MS, Lockhart ES and Ventura ES.

MC Squared, LLC proposes to utilize the services of Ambient Technologies, Inc. (ATI) and Roberts Consulting Services, Inc. (RCS) as subconsultants that qualify as Polk County Entities.

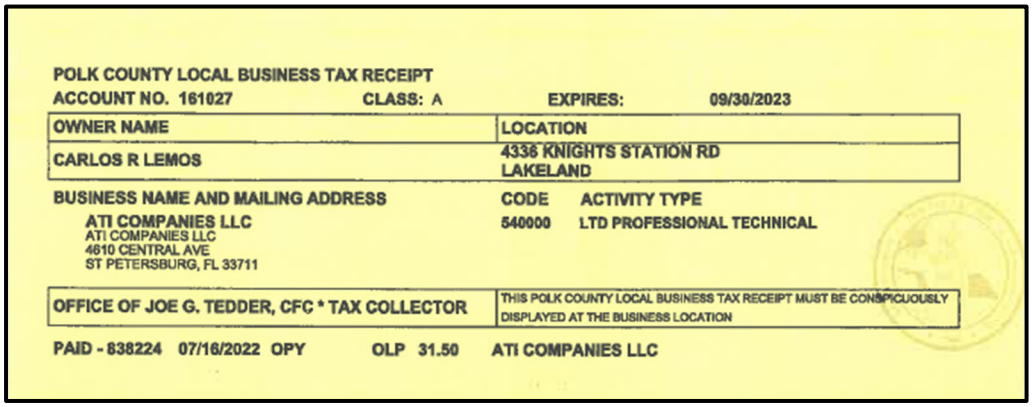
Ambient Technologies, Inc.

ATI's headquarters is located at 5709 1st Ave. S., St. Petersburg, FL 33707.

Their local office is located at 4336 Knights Station Rd., Lakeland, FL 33810. They have maintained a local office in Polk County since 2001.

Previous Locations in Polk County included: (1) 8419 Epicenter Boulevard, Lakeland FL 33809; (2) 4246 Knights Station Road, Lakeland, FL 33810; and (3) 2400 Hwy 60 East, Bartow, FL.

Number of staff members: 4



POLK COUNTY LOCAL BUSINESS TAX RECEIPT
ACCOUNT NO. 161027 CLASS: A EXPIRES: 09/30/2023

OWNER NAME	LOCATION
CARLOS R LEMOS	4336 KNIGHTS STATION RD LAKELAND

BUSINESS NAME AND MAILING ADDRESS
ATI COMPANIES LLC
ATI COMPANIES LLC
4610 CENTRAL AVE
ST PETERSBURG, FL 33711

CODE ACTIVITY TYPE
540000 LTD PROFESSIONAL TECHNICAL

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

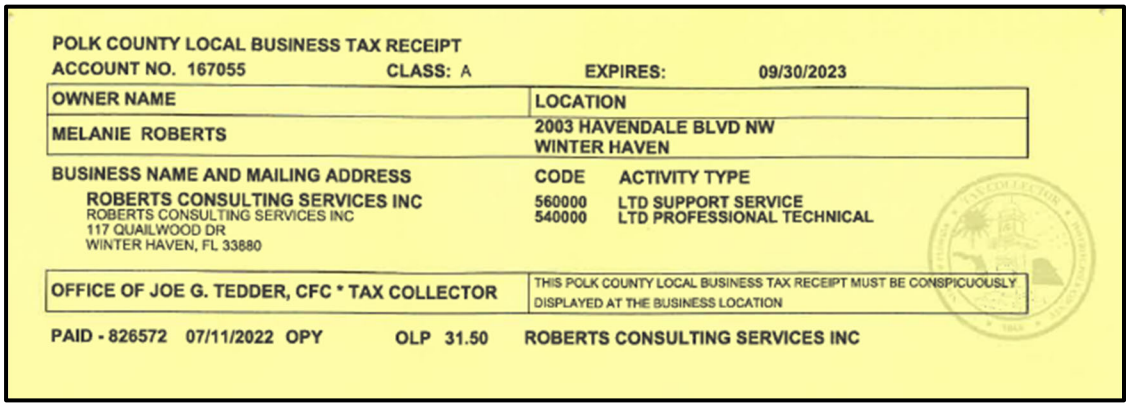
PAID - 838224 07/16/2022 OPY OLP 31.50 ATI COMPANIES LLC

Roberts Consulting Services, Inc.

RCS's headquarters, and local office, is located at 2003 Havendale Blvd. NW, Winter Haven FL 33881. They have maintained offices in Polk County since their inception in 2013.

Previous to this, they were located at 117 Quailwood Dr., Winter Haven, FL 33880.

Number of staff members: 33



POLK COUNTY LOCAL BUSINESS TAX RECEIPT
ACCOUNT NO. 167055 CLASS: A EXPIRES: 09/30/2023

OWNER NAME	LOCATION
MELANIE ROBERTS	2003 HAVENDALE BLVD NW WINTER HAVEN

BUSINESS NAME AND MAILING ADDRESS
ROBERTS CONSULTING SERVICES INC
ROBERTS CONSULTING SERVICES INC
117 QUAILWOOD DR
WINTER HAVEN, FL 33880

CODE ACTIVITY TYPE
560000 LTD SUPPORT SERVICE
540000 LTD PROFESSIONAL TECHNICAL

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID - 826572 07/11/2022 OPY OLP 31.50 ROBERTS CONSULTING SERVICES INC

MC Squared, LLC shares Polk County's long-standing commitment to encouraging the utilization of Women and Minority Business Enterprises whenever possible. In-line with our previous submittals to Polk County and across the state of Florida, our assembled team of subconsultants meet that mark while also providing the same level of safety, quality, and "can-do" attitude that we expect of our own MC Squared staff.

For this proposal, we have included the following WBE/DBE/MBE partners along with their outlined services:

Company Name	Services Provided	Status
Ambient Technologies	Geotechnical Drilling, In-Situ Testing, Geophysical Services	MBE, DBE, SBE, SDB
Roberts Consulting Services	CEI Support, Quality Control Services, Construction Materials Testing	DBE

Copies of applicable certificates for each are included in this section of our proposal.

Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE) Certificate of Eligibility

AMBIENT TECHNOLOGIES INC

MEETS THE REQUIREMENTS OF 49 CFR, PART 26

APPROVED NAICS CODES:

541360, 541620, 561990

Samuel Febres

Samuel (Sammy) Febres
DBE & Small Business Development Manager
Florida Department of Transportation

THIS CERTIFIES THAT

Ambient Technologies, Inc.

NMSDC
National Minority Supplier Development Council

* Nationally certified by the: **FLORIDA STATE MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 562910; 561990; 541620; 541360; 237110; 541330; 541370

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

10/31/2022		FL03223
Issued Date		**Certificate Number**
10/31/2023	**Ying McGuire** **NMSDC CEO and President**	
Expiration Date		**Beatrice Louissaint, President & CEO**

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: http://nmsdc.org

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

State of Florida

Minority Business Certification

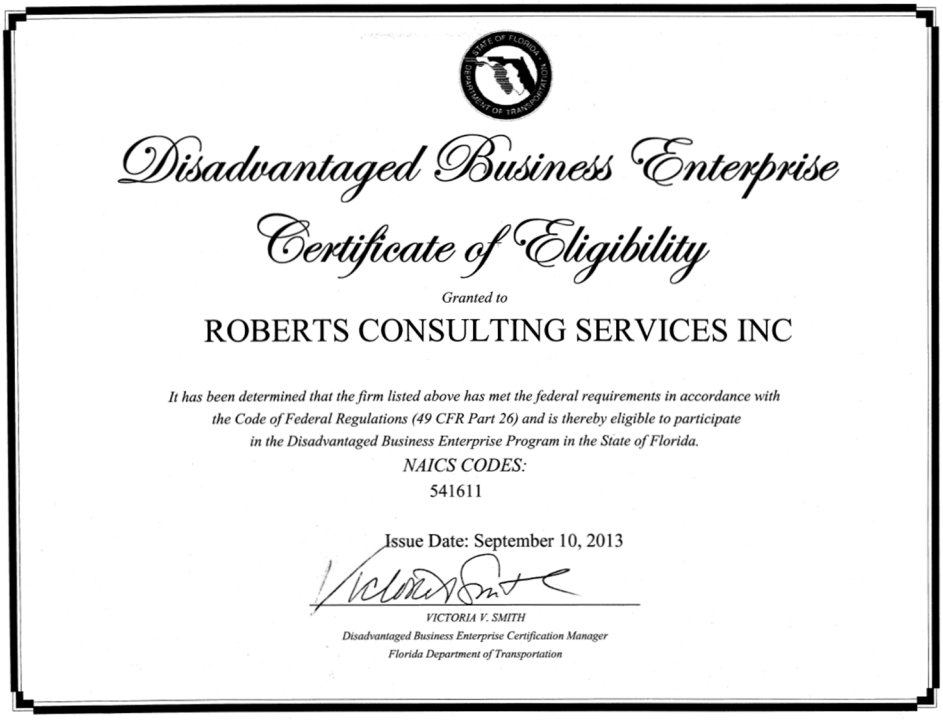
Ambient Technologies, Inc

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
08/12/2021 to 08/12/2023

Jonathan R. Satter, Secretary
Florida Department of Management Services

Department of MANAGEMENT SERVICES
Office of Supplier Diversity

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd



Disadvantaged Business Enterprise

Certificate of Eligibility

Granted to

ROBERTS CONSULTING SERVICES INC

It has been determined that the firm listed above has met the federal requirements in accordance with the Code of Federal Regulations (49 CFR Part 26) and is thereby eligible to participate in the Disadvantaged Business Enterprise Program in the State of Florida.

NAICS CODES:
541611

Issue Date: September 10, 2013

VICTORIA V. SMITH
Disadvantaged Business Enterprise Certification Manager
Florida Department of Transportation

MC Squared, LLC understands that the key to successful project completion begins with a thorough understanding of the project scope. Under our previous Geotechnical Engineering and Materials Testing and Inspection services contract with Polk County, our team gained valuable project experience and built working relationships with a number of Polk County PM's including those from the Facilities Management, Roads & Drainage, and Utilities Divisions. Thus, anticipated project scopes and the needs of various Polk County Infrastructure Divisions are well understood. **MC Squared** knows that maintaining regular communication with the client throughout the project is the best approach to client satisfaction. Upon the initiation of a work order request our Contract Manager, Mr. Nick Diorio, PE, will meet with the County Project Manager to develop a mutual understanding of the extent of the County's needs and the scope of services the County is seeking. A clear understanding of expectations regarding present budgets, applicable construction costs, and time frames for deliverables will also be reached.

We feel our previous experience with the number and variety of types of projects we have worked on will help ensure the work is properly thought out, scoped, and executed. Following the issuance of a "Notice-to-Proceed", **MC Squared** will develop a schedule of in-house deadlines that will be used to track the project's progress. We will contact the permitting agencies as necessary, typically to perform work such as drilling or pavement coring within the right-of way, to obtain realistic timeframes for permit approval so we can accurately reflect these in our schedules. Additionally, regular status update meetings will take place between our Project Manager and county partners to ensure schedules and benchmarks continue to be met.

Our project manager will promptly notify the county contact of any issues that could affect the budget or schedule on this project.

During project progress meetings held with the County, the **MC Squared** project team will review all milestones and project tasks and provide an updated project status. All projected cash flows and invoices are reviewed with the County Project Manager prior to submittal to minimize errors. Any change in personnel will be submitted to the County for approval.

To ensure schedule disruptions are minimal, our team will continuously monitor the efforts of our staff and sub-consultants to ensure we maintain the established outline for the project. Weekly timesheets will be maintained by all employees and will be reviewed on a regular basis to document actual progress vs. scheduled progress.

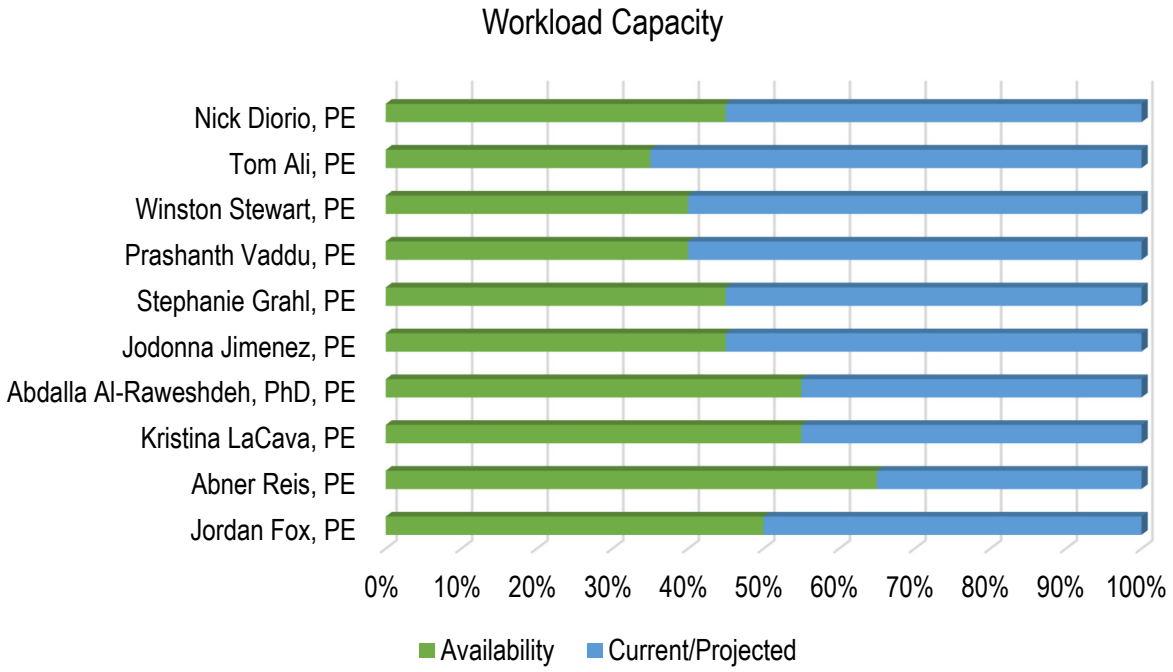
In case delays are detected, our PM will formulate an updated action plan and the County Project Manager will be immediately notified about the problem and the proposed action. **MC Squared** believes that the County, as a client, must not be delayed in receiving a submittal due to the lack of consultant resources needed to deal with impending deadlines. Once we give our commitment, it is our responsibility to manage our resources and ensure the County gets a quality product that is both on time and on budget.

Since our founding in 2001, **MC Squared** enjoys strong relationships with regulatory agencies within counties and districts across the state of Florida. This work includes the South and Southwest Florida Water Management Districts, FDOT District 1, 5, and 7, and Polk County itself. Through this experience, we are confident in the ability of our team to meet the standards and agency coordination efforts that are demanded of Polk County.

MC Squared does not have current or pending long-term contracts that would inhibit our capacity to properly service this Polk County contract. Our current project workload reflects our primary service areas of Geotechnical and Construction Materials Testing and Inspection services for local, county, and statewide municipalities that typically see project or task order completion within one month after notice to proceed. Our materials testing projects are typically on-going in nature and require testing as necessary through their duration, though we can ensure our staffing levels through our own processes and teaming efforts to maintain workflow across multiple projects at once.

We feel our pending level of availability would allow us to focus and act quickly on any Polk County request contained within this contract. Again, there are no current or projected long-term local projects which would preclude us from appropriately staffing the projects assigned under this contract and meeting the County's schedules for completing work orders.

The graphic below provides a summary of MC Squared's workload and our ability to provide services to Polk County under this contract:



MC Squared's Geotechnical and Construction Materials Testing and Inspection subject matter experts consists of 37 Engineers, 7 PhDs, 12 Professional Engineers, and 4 Geologists (3 Professional Geologists), supported by our in-house CMEC certified and FDOT validated laboratory. Our proximity to Polk County via our Tampa office, along with locations of our teaming partners, allows us to reach across Polk County for any request under this contract within a few hours.

Survey Questionnaire – Polk County

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

To: Jay Jarvis, P.E. (Name of Person completing survey)

Polk County Roads & Drainage (Name of Client Company/Contractor)

Phone Number: 863-535-2239 Email: jayjarvis@polk-county.net

Subject: Past Performance Survey of Similar work:

Project name: Geotechnical Pavement Evaluations

Name of Vendor being surveyed: MC Squared, LLC

Cost of Services: Original Cost: $99,908.20 Ending Cost: $99,908.20

Contract Start Date: December 2021 Contract End Date: March 2022

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Jay Jarvis, P.E.

Signature of Evaluator:

Please fax or email the completed survey to: jfox@mc2engineers.com

Survey Questionnaire – Polk County

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

To: Jose Fernandez (Name of Person completing survey)

Polk County Roads & Drainage Division (Name of Client Company/Contractor)

Phone Number: 863-535-2200 Email: josefernandez@polk-county.net

Subject: Past Performance Survey of Similar work:

Project name: Thornhill Road Bridge Replacement

Name of Vendor being surveyed: MC Squared, LLC

Cost of Services: Original Cost: $28,523.94 Ending Cost: $28,523.94

Contract Start Date: December 2021 Contract End Date: February 2022

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	N/A
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Jose Fernandez, E.I.

Signature of Evaluator: Jose Fernandez Digitally signed by Jose Fernandez Date: 2023.06.01 08:43:10 -04'00'

Please fax or email the completed survey to: jfox@mc2engineers.com

Survey Questionnaire – Polk County

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

To: Jay Jarvis, P.E. (Name of Person completing survey)

Polk County Roads & Drainage (Name of Client Company/Contractor)

Phone Number: 863-535-2200 Email: jayjarvis@polk-county.net

Subject: Past Performance Survey of Similar work:

Project name: Tillery Rd & Clubhouse Rd Drainage Improvements

Name of Vendor being surveyed: MC Squared, LLC

Cost of Services: Original Cost: $19,808.34 Ending Cost: $19,808.34

Contract Start Date: October 2020 Contract End Date: February 2021

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Jay Jarvis, P.E.

Signature of Evaluator:

Please fax or email the completed survey to: jfox@mc2engineers.com

Survey Questionnaire – Polk County

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

To: Jay Jarvis P.E. (Name of Person completing survey)

Polk County Roads & Drainage Division (Name of Client Company/Contractor)

Phone Number: 863-535-2323 Email: JayJarvis@polk-county.net

Subject: Past Performance Survey of Similar work:

Project name: Geotechnical Services for Eloise Loop Rd Drainage Improvements

Name of Vendor being surveyed: MC Squared, LLC

Cost of Services: Original Cost: $12,708.30 Ending Cost: $12,708.30

Contract Start Date: August 2021 Contract End Date: September 2021

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	9
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	9
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	9
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Jay M. Jarvis

Signature of Evaluator:

Please fax or email the completed survey to: jfox@mc2engineers.com

Survey Questionnaire – Polk County

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

To: Jay Jarvis, P.E. (Name of Person completing survey)

Polk County Roads & Drainage (Name of Client Company/Contractor)

Phone Number: 863-535-2200 Email: douggable@polk-county.net

Subject: Past Performance Survey of Similar work:

Project name: Rolling Oaks Drainage Improvement Project

Name of Vendor being surveyed: MC Squared, LLC

Cost of Services: Original Cost: $17,560.00 Ending Cost: $17,560.00

Contract Start Date: March 2020 Contract End Date: July 2020

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Jay M. Jarvis

Signature of Evaluator:

Please fax or email the completed survey to: jfox@mc2engineers.com

Survey Questionnaire – Polk County

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

To: Joffrey Dirani (Name of Person completing survey)

Southland Holdings, LLC (Name of Client Company/Contractor)

Phone Number: 781-879-2517 Email: jdirani@southlandholdings.com

Subject: Past Performance Survey of Similar work:

Project name: Suntrax Connected/Automated Vehicle Test Facility

Name of Vendor being surveyed: MC Squared, LLC

Cost of Services: Original Cost: $758,766.00 Ending Cost: $758,766.00

Contract Start Date: December 2019 Contract End Date: February 2022

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Joffrey Dirani

Signature of Evaluator: Joffrey Dirani Digitally signed by Joffrey Dirani Date: 2023.06.02 12:00:39 -04'00'

Please fax or email the completed survey to: jfox@mc2engineers.com

Survey Questionnaire – Polk County

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

To: Mike Stanley (Name of Person completing survey)

Gosalia Concrete Constructors, Inc. (Name of Client Company/Contractor)

Phone Number: 813-443-0984 Email: mstanley@gosaliaco.com

Subject: Past Performance Survey of Similar work:

Project name: Walk-in-Water Road Over Tiger Creek Bridge

Name of Vendor being surveyed: MC Squared, LLC

Cost of Services: Original Cost: $14,360.00 Ending Cost: $14,360.00

Contract Start Date: June 2021 Contract End Date: November 2021

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	

Printed Name of Evaluator Michael K. Stanley

Signature of Evaluator:

Please fax or email the completed survey to: jfox@mc2engineers.com

Survey Questionnaire – Polk County

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

To: Rafael Samaniego (Name of Person completing survey)

Facilities Management Division (Name of Client Company/Contractor)

Phone Number: 863-344-2303 Email: rafaelsamaniego@polk-county.net

Subject: Past Performance Survey of Similar work:

Project name: Loyce Harpe Skate Park

Name of Vendor being surveyed: MC Squared, LLC

Cost of Services: Original Cost: $6,701.80 Ending Cost: $6,701.80

Contract Start Date: October 2020 Contract End Date: December 2020

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	9
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	9
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	9
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator RAFAEL SAMANIEGO

Signature of Evaluator:

Please fax or email the completed survey to: jfox@mc2engineers.com

MC²
GEOTECHNICAL • ENVIRONMENTAL
MATERIALS TESTING

September 7, 2023

Mr. Doug Gable, PE
Polk County Roads & Drainage Division
330 Church St.
Bartow, FL 33831-9005

Subject: RFP 23-328 Professional Geotechnical Services and Construction Material Testing and Inspection

Dear Mr. Gable:

MC Squared, LLC appreciates the opportunity to serve Polk County on the subject contract. Please find attached herein our Exhibit "B" Fee Schedule.

Please let me know if you have any questions or comments.

Sincerely,

Jordan Fox, PE
Department Manager, Geotechnical Services

5911 Breckenridge Parkway, Suite G, Tampa, Florida 33610
Phone (813) 623-3399, Fax (813) 623-6636
www.mc2engineers.com

Exhibit "B"

Fee Schedule

Schedule of Rates

Professional & Technical Services

MC Squared, LLC

Title	Range of Raw Labor Rates $ per Hour		Range of Hourly Billing Rates $ per Hour	
Project Manager	$84.14	$89.47	$215.40	$229.04
Chief Engineer	$85.00	$109.11	$217.60	$279.32
Senior Geotechnical Engineer	$68.27	$70.19	$174.77	$179.69
Geotechnical Project Engineer	$47.45	$61.06	$121.47	$156.31
Geotechnical Staff Engineer	$38.00	$48.83	$97.28	$125.00
Geologist	$38.62	$42.81	$98.87	$109.59
CADD Operator	$21.29	$28.05	$54.50	$71.81
Senior Field Inspector	$25.48	$42.81	$65.23	$109.59
CTQP Inspector - Level 1 (Soil/Concrete/Asphalt)	$19.00	$29.00	$48.64	$74.24
CTQP Inspector - Level 2 (Soil/Concrete/Asphalt)	$25.48	$42.81	$65.23	$109.59
Field Inspector/Technician	$19.00	$29.00	$48.64	$74.24
Clerical	$24.00	$29.00	$61.44	$74.24

Range of Hourly Billing Rates Based on Multiplier of 2.56

Exhibit "B" (Continued)

LABOR MULTIPLIER CALCULATION

Direct Labor	$1.00
Payroll Burden/Fringe Benefits, Overhead/General/Administrative (124.11%)	$1.24
FCCM (1.171%), Expenses (3.85%)	$0.05
Subtotal	$2.29
Profit (12%)	$0.12
Total Multiplier	$2.56

The above are based on FDOT Pre-Qualification letter of MC Squared, LLC and MC Squared, LLC overhead audit valid through June 30, 2024.

Exhibit "B" (Continued)

Specific services shall include, but not be limited to, sampling and testing of soils, concrete, asphalt and various other construction materials.

#	ITEM	Cost Per Unit	Unit of Measure
1	In-place density tests	$29.33	Each - Min. 4 per Trip, exclusive of travel time.
2	Standard Proctor	$172.48	Each
	Modified Proctor	$174.90	Each
3	Limerock Bearing Ratio tests (3 points)	$458.00	Each
4	Compressive strength of concrete cylinders (4 per set)	$118.43	Set
5	Compressive strength of soil-cement pills (4 per set)	$108.00	Set
6	Core drilling & soils analysis	Quote Per Project	Unit Dependent on Scope
	STEEL INSPECTION		
1A	Inspection of Welds & Bolt Torquing At Plant	$92.00	Hour
1B1	Inspection of Welds & Bolt Torquing At Job Site - One (1) Man Inspection Crew	$92.00	Hour
1B2	Inspection of Welds & Bolt Torquing At Job Site - Two (2) Man Inspection Crew	$184.00	Hour
2	Reinforcing Steel Inspection	$103.00	Hour
3	Nondestructive Testing of Steel & Connections	Quote Per Project	Unit Dependent on Scope
	GEOTECHNICAL INVESTIGATIONS & SOIL TESTS		
1	Standard Penetration Test Borings (ASTM D1586) (Minimum 50 feet per job)		
1A	0-50 foot depth interval	$18.45	LF
1B	50-100 foot depth interval	$23.04	LF
1C	100-125 foot depth interval	$29.00	LF
1D	125-150 foot depth interval	$35.00	LF
2	Solid Auger Stem Borings (minimum 100 feet per job)	$14.36	LF
3	Manual Auger Borings	$11.00	LF
4	Drill Service from Floating Platform	Quote Per Project	Unit Dependent on Scope

	GEOTECHNICAL INVESTIGATIONS & SOIL TESTS		
5	Rock Coring		
5A	0-50 foot depth interval	$58.71	LF
5B	50-100 foot depth interval	$67.64	LF
5C	100-125 foot depth interval	$70.00	LF
5D	125-150 foot depth interval	$75.26	LF
6	Installation of Steel Casing		
6A	0-50 foot depth interval	$10.00	LF
6B	50-100 foot depth interval	$12.00	LF
6C	100-125 foot depth interval	$14.00	LF
6D	125-150 foot depth interval	$17.00	LF
7	Ground Penetrating Radar	Quote Per Project	Unit Dependent on Scope
8	Cone Penetration Test	$18.00	LF
9	Dilatometer Soundings	Quote Per Project	Unit Dependent on Scope
10	Atterberg Limits		
10A	Liquid Limit (LL) - Plastic Limit (PL)	$119.00	Sample
10B	Shrinkage Limit (SL)	$81.00	Sample
11	California Bearing Ratio (3 points)	$458.00	Sample
12	Consolidation	$581.17	Sample
12A	Consolidation with Reload	$647.00	Additional Point Reload
13	Corrosion Resistance (pH and R)	$114.00	Sample
13A	Corrosion Series (pH, R, SO, CL)	$216.00	Sample
14	Field Density Tests (minimum 3 tests per trip	$29.33	Each - Min. 4 per Trip, exclusive of travel time.
15	Florida Bearing Value (FBCV)	$65.00	Sample
16	Florida Bearing Value Determination of Blend Proportions	$216.00	Set of 3
17	Grain Size		
17A	Hydro Analysis	$178.75	Each
17B	Sieve Analysis (Wash No. 200 Sieve)	$70.00	Each
19	Limerock Bearing Ratio (LBR) (3 point)	$377.00	Sample
20	Limerock Bearing Ratio (LBR) (5 point)	$458.00	Sample
21	Moisture Content	$17.00	Sample
22	Moisture Density Test		
22A	Standard Proctor	$172.48	Each
22B	Modified Proctor	$174.90	Each

	GEOTECHNICAL INVESTIGATIONS & SOIL TESTS		
23	Muck Probing		
23A	2 Man Crew	$1,185.00	Day
23B	3 Man Crew	$1,724.00	Day
24	Organic Content Determination	$58.32	Sample
25	Monitor Well Installation includes permits, lithologic log, and report - 2" or 4" PVC with removable, water-tight plug		
25A	Hollow Stem Auger Boring	$14.00	LF
25B	Casing: 2-inch PVC (site spec. may require stickup)	$38.00	LF
25C	Casing: 4-inch PVC (site spec. may require stickup)	$52.00	LF
25D	Casing: 2-inch Steel (site spec. may require stickup)	$70.00	LF
25E	Casing: 4-inch Steel (site spec. may require stickup)	$97.00	LF
25F	0.010-inch Filter Screen: 2-inch PVC + min. 6-inch tail	$33.00	LF
25G	0.005-inch Filter Screen: 2-inch PVC + min. 6-inch tail	$35.00	LF
25H	0.010-inch Filter Screen: 4-inch PVC + min. 6-inch tail	$46.00	LF
25I	0.005-inch Filter Screen: 4-inch PVC + min. 6-inch tail	$54.00	LF
25J	Filter Sand: Varies from approx. 30/65 to approx. 20/30	$17.00	Per 50lb Bag
25K	Bentonite: Chips/Balls	$27.00	Per 50lb Bag
25L	Bentonite: Slurry/Slurry by tremie pipe	$9.00	LF
25M	Neat Grout	$9.00	LF
25N	Protective Casing (Hinged top and lockable) w/ name plate	$270.00	Each
25O	Concrete Pad (2'x2'x4" above-ground or 12-inch flush-mount round)	$270.00	Each
25P	Concrete-filled, Painted, Protective Bollard min. 4.5-inch O.D. max 6-inch O.D. (4-foot tall/2-foot buried)	$324.00	Each
26	Well Abandonment includes permits and report		

	GEOTECHNICAL INVESTIGATIONS & SOIL TESTS		
26A	2-inch Well	Quote Per Project	Unit Dependent on Scope
26B	4-inch Well	Quote Per Project	Unit Dependent on Scope
27	Tracked-Mounted Direct Push Technology (DPT) Rig w/ all equipment and crew	Quote Per Project	Unit Dependent on Scope
28	pH	$44.00	Each
29	Permeability Tests - Field (15', 2 depths) (Excluding auger borings & vertical permeability)	$539.00	Each
30	Permeability Tests - Laboratory		
30A	Granular Soil	$324.00	Sample
30B	Cohesive Soil	$413.88	Sample
31	Soil-Cement, Field Testing & Observation	$70.00	Hour
32	Soil-Cement, Laboratory Design Mixes (FOB Laboratory)	$539.00	Mix
33	Soil Plate Load Test (ASTM)	Quote Per Project	Unit Dependent on Scope
34	Specific Gravity	$114.89	Sample
35	Double Ring Infiltrometer Test	$645.79	Each
36	Relative Density Test	$81.00	Each
37	Triaxial Compression Test		
37A	3 Points	$539.00	Each
37B	Additional Points	$404.00	Per each add'l point
38	Unconfined Compression Tests	$216.00	Each
39	Undisturbed Thin-Walled Tube Sampling	$259.00	Each
40	Unit Weight	$97.00	Each
41	Additional Split Spoon Samples	$57.14	Each
	ASPHALTIC CONCRETE INSPECTION SERVICES		
1	Asphaltic Concrete Paving Plant Inspection	$70.00	Hour
2	Asphalt Mix - Gradation	$173.00	Each
3	Asphalt Mix - Bulk Specific Gravity	$173.00	Each
4	Asphalt Mix - Gradation	$173.00	Each
5	Asphalt Mix - Maximum Specific Gravity	$189.00	Each
6	Asphalt Mix - Temperature	$27.00	Each
7	RAP - Asphalt Binder Content	$124.00	Each
8	RAP - Gradation	$173.00	Each
9	RAP - Maximum Specific Gravity	$189.00	Each

	ASPHALTIC CONCRETE INSPECTION SERVICES		
10	Coring Pavement for Density and/or Thickness	$270.00	Per Mobilization
		$200.00	Per Core
11	Asphalt Core Density (core provided by others)	$92.00	Each
12	Gyratory Compaction for SuperPave AASHTO TP4-00	$151.00	Per Pill
13	Quantitative Determination of Asphalt Content from Asphalt Paving Mixtures by the Ignition Method FM5-563	$124.00	Each
14	Asphalt Coring with DCP testing	$300.00	Each
15	Mobilization of Auto DCP	$250.00	Per Mobilization
	CONCRETE TESTING		
	Concrete Aggregate Tests (FOB Lab)		
1A	Sieve Analysis, Fine	$92.00	Sample
1B	Sieve Analysis, Coarse	$103.00	Sample
2	Absorption	$38.00	Sample
3	Specific Gravity	$76.00	Sample
4	Unit Weight	$97.00	Sample
5	Material Finer than No. 200 Sieve	$70.00	Sample
6	Organic (Color metric ASTM C-40)	$81.00	Sample
7	Salt Content	$297.00	Sample
8	Los Angeles Abrasion	$539.00	Sample
9A	Soundness (5 cycle sodium sulfate)	$647.00	Each (5-cycles)
9B	Soundness (5 cycle magnesium sulfate)	$81.00	Each Gradation
10	Masonry Mortar strength Comparative, Sand or Water	Quote Per Project	Unit Dependent on Scope
	Concrete Beams		
11	Flexural Strength, Making & Testing (3 tests per set)	$213.00	Set
	Concrete Masonry Units or Prisms		
12	Compressive Strength, ASTM C-140, 5 Specimens	$108.00	Set
13	Absorption & Moisture Content, ASTM C-150, 5 Specimens	$81.00	Set
14	Compressive Strength Testing of Hollow Masonry Prisms ASTM E-477 (FOB)	Need correct ASTM	
15	Compressive Strength Testing of Hollow Masonry Prisms with Grouted Cells, ASTM E-477 (FOB)	Need correct ASTM	

	CONCRETE TESTING		
16	Molding, Curing & Testing of 2" x 2" Masonry Mortar Cubes (set of 3 cubes)	$93.00	Set
17	Concrete Masonry Units, ASTM Test (5 Compression & 5 Absorption Tests)	$189.00	Set
	Concrete Coring		
18	Securing Structural or Pavement Cores, Compression Tests & Thickness	Quote Per Project	Unit Dependent on Scope
19	Coring Site Accessible - Does not include mobilization charge, staging and/or scaffolding, 4" diameter or smaller, 6" thickness or less	Quote Per Project	Unit Dependent on Scope
	Grout Cubes		
20	Making and Compression Tests of 2" Cubes from Job Site (set of 3)	$97.00	Set
	Concrete Cylinders		
21	Making & Compression Tests of 6" x 12" Cylinders (Slump Test Included)	$130.00	Set
22	Compression Tests of 6" x 12" Cylinders	$92.00	Set
23	Extra Slump Tests	$17.00	Set
24	Air Content Tests	$27.00	Set
	Concrete Design Mixes		
25	Concrete Design Mixes (including standard aggregate tests & one trial batch with 6 compression test cylinders)	Quote Per Project	Unit Dependent on Scope
26	Brush/Loss (for soil cement basis) ASTM Durarock & Pug Mix	Quote Per Project	Unit Dependent on Scope
27	Linear Shrinkage Tests of Concrete Block (ASTM 426)	Quote Per Project	Unit Dependent on Scope
28	Concrete Ready Mix Plant or Job Inspection	Quote Per Project	Unit Dependent on Scope
29	Pre-Fabricated Panel Tests, ASTM or FHA	Quote Per Project	Unit Dependent on Scope

Fran McAskill
Director
Procurement Division

330 West Church Street
P.O. Box 9005, Drawer AS05
Bartow, Florida 33831-9005
Phone: (863) 534-6757
Fax: (863) 534-6789
www.polk-county.net

EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

1. Reproduction Cost

A. Regular Copying	Single Side	Double Sided
8 ½ x 11 (black & white)	$ 0.15/page	$ 0.25/sheet
8 ½ x 11 (color)	$ 0.30/page	$ 0.40/sheet
8 ½ x 14 (black & white)	$ 0.15/page	$ 0.25/sheet
8 ½ x 14 (color)	$ 0.30/page	$..0.40/sheet
11 x 17 (black & white)	$ 0.25/page	$ 0.35/sheet
11 x 17 (color)	$ 0.40/page	$ 0.50/sheet
9 ½ x 24 Single Side Only	$ 1.00/page	
17 x 22 Single Side Only	$ 2.00/page	
18 x 24 Single Side Only	$ 2.00/page	
24 x 36 Single Side Only	$ 3.00/page	
30 x 30 Single Side Only	$ 5.00/page	
32 x 34 Single Side Only	$ 5.00/page	
Other sizes-per square inch	$ 0.03/page	
Compact Digital Disk	$ 6.00/disk	
B. Blueprint Copy		$10.00/page

2. Subcontractor Services — Actual Costs
3. Special Consultants — Actual costs
4. Computer Services — Non-reimbursable
5. Travel Expenses — In accordance with Chapter 112.061, F.S.; and further defined in the Polk County Employee Handbook.
6. Postage, Fed Express, UPS — Actual Costs
7. Pre-approved Equipment (includes purchase and rental of equipment used in project) — Actual Costs

MASTER CONSULTING AGREEMENT

THIS AGREEMENT is entered into as of the Effective Date (defined in Section 1.1 below) by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida 33830, and Universal Engineering Sciences, LLC. (the "Consultant") a Florida limited liability company, located at 3532 Maggie Boulevard, Orlando, Florida 32811, and whose Federal Employer Identification Number is: 59-1117804.

WHEREAS, County owns and operates a variety of public facilities and improvements; and,

WHEREAS, County requires certain professional services in connection with the performance of certain professional geotechnical services and construction material testing and inspection for all Divisions in the County; and

WHEREAS, the County has solicited for these services via RFP 23-328, an advertised request for proposals (the "RFP"), and has received numerous responsive proposals thereto; and

WHEREAS, pursuant to the RFP, the County has selected the Consultant and the Consultant remains agreeable to providing the County the professional services described herein, and the Consultant represents that it is capable and prepared to do so according to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the parties hereby agree, as follows:

1.0 **Term**

1.1 This Agreement shall take effect on the date of its execution by the County (the "Effective Date").

1.2 The term of this Agreement shall be for a five (5) year time period, commencing upon the Effective Date and remaining in full force and effect thereafter, unless otherwise sooner terminated as provided herein.

2.0 **Services to Be Performed by Consultant**

2.1 Consultant shall perform the services as generally described in (i) the County's Request for Proposals RFP 23-328, to include all attachments and addenda, and (ii) the Consultant's responsive proposal thereto (collectively, (i) and (ii) are "RFP 23-328") all of which are incorporated into this Agreement by this reference, attached hereto as a composite Exhibit "A" and made a part of

this Agreement, and as may be further specifically designated and authorized by the County, in writing (collectively, the "Services"). Such authorization will be referred to as a Consultant Services Authorization ("CSA") or a Contract Purchase Order ("CPO") and all provisions of this Agreement apply to the CSA/CPO with full force and effect as if appearing in full within each CSA/CPO. Each CSA/CPO will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages, and completion date, and shall become effective upon the due execution.

2.2 The Consultant is not authorized to undertake any project without a duly executed CSA/CPO, which shall specify the work to be performed and the time to be completed. Consultant recognizes that the County may employ several different Consultants to perform the work described and that the Consultant has not been employed as the exclusive agent to perform any such services.

2.3 When the Consultant and the County enter into a CSA/CPO where the term of the CSA/CPO expires on a date that is later than the date that this Master Consulting Agreement expires, the Consultant and the County agree that the terms of this Agreement and any amendments, attachments or provisions thereof are automatically extended until the expiration (including any extension or amendment thereto) or full completion of the requirements of the CSA/CPO have been performed. Cancellation by the County of any remaining work prior to the full completion of the requirements of the CSA/CPO shall cause the terms of this Agreement to terminate at the same time. This provision only applies when the expiration of the CSA/CPO extends beyond the expiration of this Agreement. It does not apply when a CSA/CPO expires or is cancelled prior to the expiration of this Agreement.

3.0 Compensation

3.1 General

3.1.1 County shall pay Consultant in accordance with the "Universal Engineering Sciences Fee Schedule", which is attached hereto as Exhibit "B" and incorporated by reference as part of this Agreement. The Universal Engineering Sciences Fee Schedule identifies all job classifications, which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the Universal Engineering Sciences Fee Schedule will result in nonpayment for such services.

3.1.2 Upon the mutual agreement of the parties, the Fee Schedule, as set out in Exhibit "B" may be adjusted by a written Amendment to the Master Consulting Agreement annually beginning one year from the Effective Date of this Agreement. Such amendment must be executed by both parties and shall operate prospectively only and shall not alter fee schedules for CSA's/CPO's in effect at the time of the amendment.

3.1.3 Compensation may be negotiated as a not to exceed price or a lump sum amount on a per-project basis, on each individual CSA/CPO.

3.1.4 Invoices must reference the applicable CSA/CPO number, using an invoice form approved by the County Auditor.

3.1.5 Each individual invoice shall be due and payable forty-five (45) days after receipt by the County of correct, fully documented, invoice, in form and substance satisfactory to the County with all appropriate cost substantiations attached. All invoices shall be delivered, as applicable based on the particular project:

Polk County Roads and Drainage Division
3000 Sheffield Road,
Winter Haven, FL 33880
Attention: Director

3.1.6 In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant' s final/last billing to the County. This certifies that all services have been properly performed and all charges and costs have been invoiced to the County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the Consultant.

3.1.7 Payment of the final invoice shall not constitute evidence of the County's acceptance of the work

3.1.8 Invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional documents may be requested by County and, if so requested, shall be furnished by Consultant to County Auditor's satisfaction.

3.1.9 By submission of an invoice, the project manager or designated payroll officer is deemed to be attesting to the correctness and accuracy of time charges and requested

reimbursements.

3.1.10 Pursuant to Section 3.1.4, if a not to exceed fee is negotiated, invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Alternatively, if a lump sum amount is negotiated, invoices shall be made upon the completion of each phase of the work in proportion to the Services performed, as specifically set forth in the applicable CSA or CPO. Additional documentation may be requested by the County and, if so requested, shall be furnished by the Consultant to the County Auditor's satisfaction.

3.2 Reimbursable

3.2.1 All requests for payment of out-of-pocket expenses eligible for reimbursement per the negotiated CPO or CSA shall be reimbursed in accordance with the County's Reimbursable Schedule, Exhibit "C", and include copies of paid receipts, invoices or other documentation acceptable to the County's Auditor. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Agreement, CSA, or CPO.

3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the applicable CSA or CPO, and include:

Overnight Deliveries
Reproduction
Sub-Consultant
Long Distance Telephone Calls (excluding Florida cities located outside the boundaries of Polk County)

3.2.3 Mileage and associated travel costs shall be reimbursed in accordance with F.S. 112.061 and County policy for pre-approved out-of-county travel (excluding travel from home offices located outside of Polk County to the Polk County line).

3.2.4 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the County upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the Polk County Roads and Drainage Division offices upon demand, termination of the Agreement, or the conclusion of the project, whichever occurs first.

3.2.5 Consultant shall maintain a current inventory of all such assets.

4.0 **Insurance**

4.1 General Provisions

4.1.1 Consultant shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below and provide the County with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the County to evidence such coverage before any work commences.

4.1.2 The County shall be named as an additional insured on all Consultant policies related to the project, excluding professional liability and worker's compensation. The Commercial General Liability and Worker's Compensation Liability policies shall contain a waiver of subrogation in favor of Polk County. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.

4.1.3 The Consultant's self-insured retention or deductible per line of coverage shall not exceed $25,000.00 without the permission of the County.

4.1.4 If there is any failure by the Consultant to comply with the provisions of this section, the County may, at its option, on notice to the Consultant, suspend the work for cause until there is full compliance.

4.1.5 County may, at its sole discretion, purchase such insurance at Consultant's expense provided that the County shall have no obligation to do so and if the County shall do so, it shall not relieve Consultant of its obligation to obtain insurance.

4.1.6 The Consultant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

4.1.7 All Consultants' subconsultants shall be required to include County and Consultant as additional insured on their General Liability Insurance policies.

4.1.8 In the event that subconsultants used by the Consultant do not have insurance, or do not meet the insurance limits, Consultant shall indemnify and hold harmless the County

for any claim in excess of the subconsultants' insurance coverage.

4.1.9 The Consultant shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the County.

4.2 Comprehensive Automobile Liability Insurance. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

4.3 Commercial General Liability. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

4.3.1 Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

4.3.2 Independent Contractors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

4.4 Umbrella (Excess) Liability Insurance. Umbrella Liability with limits of not less than $1,000,000.00, exclusive of defense costs, to be in excess of all other coverages. Such coverage shall be at least as broad as the primary coverages above, with any excess umbrella layers written on a strict following form basis over the primary coverage. All such policies shall be endorsed to provide defense coverage obligations.

4.5 Professional Liability Insurance. $2,000,000.00 for design errors and omissions, inclusive of defense costs. Consultant shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the County Director of Risk

Management and Insurance. The County may require the Consultant to provide a higher level of coverage for a specific project and time frame.

4.6 Performance, Payment and Other Bonds. Consultant shall furnish Performance and Payment Bonds specific to each project if required and agreed to under the CSA or CPO for the project.

4.7 Worker's Compensation. The Consultant shall provide, pay for, and maintain worker's compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

5.0 **Standard of Care**

5.1 Consultant has represented to the County that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

5.2 Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

5.3 Consultant shall, at no additional cost to County, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

5.4 The Consultant warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

6.0 **Indemnification**

6.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, County and Consultant agree to allocate such liabilities in accordance with this Section.

6.2 Indemnification.

6.2.1 Consultant, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees costs and

expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Consultant to comply with applicable laws, rules or regulations, (ii) the breach by Consultant of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Consultant's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant, its professional associates, its subcontractors, agents, and employees provided, however, that Consultant shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

6.2.2 County review, comment and observation of the Consultant's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

6.2.3 Consultant agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subconsultants and their employees, and/or for Consultant's performance of this Agreement and its work product(s).

6.3 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Agreement shall survive as if the Agreement were in full force and effect.

7.0 **Independent Contractor**

7.1 Consultant undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

7.2 County shall have no right to supervise the methods used, but County shall have the right to observe such performance.

7.3 Consultant shall work closely with County in performing Services under this Agreement.

7.4 The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and

shall have no right to speak for or bind the County in any manner.

7.5 Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

8.0 **Authority to Practice**

8.1 The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

9.0 **Public Records Law**

(a) The Consultant acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Consultant further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Consultant shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Contractor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE

CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET

10.0 **Compliance with Laws**

10.1 In performance of the Services, Consultant shall comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards, including those now in effect and hereafter adopted.

11.0 **Subcontracting**

11.1 The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

11.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subcontractor by the County. Failure of a Subcontactor to timely or properly perform its obligations shall not relieve Consultant of its obligations hereunder.

12.0 **Federal and State Taxes**

12.1 The County is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the County will provide an exemption certificate to Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the County, nor shall the Consultant be authorized to use the County's Tax Exemption Number in securing such materials.

13.0 **Public Entity Crimes**

13.1 The Consultant understands and acknowledges that this Agreement with the

County will be voidable by the County, in the event the conditions under Section 287.133, Florida Statutes applies to the Consultant, relating to conviction for a public entity crime.

14.0 **County's Responsibilities**

14.1 County shall be responsible for providing access to all County project sites, and providing information in the County's possession that may reasonably be required by Consultant, including; existing reports, studies, financial information, and other required data that are available in the files of the County.

15.0 **Termination of Agreement**

15.1 This Agreement may be terminated by the Consultant upon thirty (30) days prior written notice to the County in the event of substantial failure by the County to perform in accordance with the terms of the Agreement through no fault of the Consultant.

15.2 This Agreement may be terminated by the County with or without cause immediately upon written notice to the Consultant.

15.3 Unless the Consultant is in breach of this Agreement, the Consultant shall be paid for services rendered to the County's satisfaction through the date of termination.

15.4 After receipt of a Termination Notice, as described in this Article 15.0, and except as otherwise directed by the County, the Consultant shall:

15.4.1 Stop work on the date and to the extent specified.

15.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

15.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the County.

15.4.4 Continue and complete all parts of the work that have not been terminated.

16.0 **Uncontrollable Forces (Force Majeure)**

16.1 Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations

under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

17.0 **Governing Law and Venue**

17.1 This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or the United States District Court, Middle District of Florida located in Hillsborough County, Florida. Each party shall be responsible for its own attorneys' fee and other legal costs and expenses.

18.0 **Non-Discrimination**

18.1 The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

19.0 **Waiver**

19.1 A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

20.0 **Severability**

20.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

20.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

20.3 The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

20.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

21.0 **Entirety of Agreement**

21.1 The County and the Consultant agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

21.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the County and Consultant pertaining to the Services, whether written or oral.

21.3 None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

22.0 **Modification**

22.1 This Agreement may not be modified unless such modifications are evidenced in writing signed by both County and Consultant. Such modifications shall be in the form of a written Amendment executed by both parties.

23.0 **Successors and Assigns**

23.1 County and Consultant each binds itself and its partners, successors, permitted assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, permitted assigns, and legal representatives of such other party.

23.2 Consultant shall not assign this Agreement without the express written approval of the County by executed amendment, which approval may be withheld in the County's sole discretion.

23.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this agreement and such substitution shall be affirmed by the County by executed amendment.

24.0 **Contingent Fees**

24.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

25.0 **Truth-In-Negotiation Certificate**

25.1 Execution of this Agreement by the Consultant shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the Effective Date of this Agreement.

25.2 The said rates and costs shall be adjusted to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent

wage rates or due to inaccurate representations of fees paid to outside consultants. The County shall exercise its rights under this "Certificate" within one (1) year following payment.

26.0 **Ownership of Documents**

26.1 Consultant shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the County for its use and/or distribution as may be deemed appropriate by the County. Consultant is not liable for any damages, injury or costs associated with the County's use or distribution of these documents for purposes other than those originally intended by Consultant.

27.0 **Access and Audits**

27.1 Consultant shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the Consultant's place of business.

27.2 Misrepresentations of billable time or reimbursable expenses as determined by the Auditor to the Polk County Board of County Commissioners shall result in the recovery of any resulting overpayments. The County's cost of recovery shall be the sole expense of the Consultant, including accounting and legal fees, court costs and administrative expenses.

27.3 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

27.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

28.0 **Notice**

28.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to County: Roads and Drainage Division
3000 Sheffield Road
Winter Haven, FL 33880

Attention: Director

As to Consultant: Universal Engineering Sciences
3532 Maggie Boulevard
Orlando, Florida 32811

28.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

28.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and County.

29.0 **Service of Process**

As to County: County Attorney
County Administration Building
330 W. Church Street, 4th Floor
Bartow, Florida 33830

As to Consultant: Universal Engineering Sciences
3532 Maggie Boulevard
Orlando, Florida 32811

30.0 **Contract Administration**

30.1 Services of Consultant shall be under the general direction of the Roads and Drainage Division Director, or their successor, who shall act as the County's representative during the term of this Agreement.

31.0 **Key Personnel**

31.1 Consultant shall notify County in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to changes. Consultant at County's request shall remove without consequence to the County any Subcontractor or employee of the Consultant and replace him/her with another employee having the

required skill and experience. County has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Name: Guy Rabens

Name: Fred Schmalzer

Name: Ricardo Kiriakidis

32.0. **Annual Appropriations**

32.1 Consultant acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County' s performance and obligation to pay under this agreement is contingent upon annual appropriation.

33.0 **Liquidated Damages**

33.1 The parties hereto agree that liquidated damages, in the amount specified in the applicable CSA/CPO, will be assessed against the Consultant for Consultant' s failure to meet the final deliverable date in the Performance Schedule in the Scope of Work, but only to the extent and in proportion to Consultant's fault in causing the delay as compared to other causes, and to the extent the Consultant is not delayed by reasons beyond Consultant's reasonable control.

34.0 Employment Eligibility Verification (E-VERIFY)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and

Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

35.0 Limitation of Liability.

IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE CONSULTANT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

36.0 Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

(i) By its execution of this Agreement, the Consultant hereby certifies to the County that the Consultant is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Consultant engaged in a boycott of Israel, nor was the Consultant on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000), then the Consultant further certifies to the County as follows:

(a) the Consultant is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Consultant is not on the Scrutinized Companies with Activities in the Iran

Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Consultant is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Consultant was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Consultant hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Consultant for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Consultant is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Consultant is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Consultant is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Consultant is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000).

37. No Construction Against Drafter

37.1 The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

38. Unauthorized Alien(s)

The Consultant shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Consultant shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY M. BUTTERFIELD

By: _____
Deputy Clerk

Polk County, a political subdivision
of the State of Florida

By: _____
George Lindsey III, Chairman
Board of County Commissioners

Date Signed by County: _____

Review as to form and legal sufficiency

Sandra B. H. 10/5/23
County Attorney's Office Date

ATTEST:

By: Benjamin Butterfield
Corporate Secretary

Benjamin Butterfield
[Print Name]

DATE: 10-12-23

Universal Engineering Sciences, LLC.
a Florida limited liability company

By: _____

GUY H. RABENS
[Print Name]

VP - BRANCH MANAGER
[Title]

DATE: 10-12-23

SEAL

UNIVERSAL ENGINEERING SCIENCES, LLC
LIMITED LIABILITY COMPANY
SEAL
1966
FLORIDA

Rev 4 16.21

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _____ County OF _____
The foregoing instruments was acknowledged before me by means of ☐ physical presence or ☐online notarization this _____(Date) by _____(Name of officer or agent) as _____(title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date) _____
_____ (Official Notary Signature and Notary Seal)
_____ (Name of Notary typed, printed or stamped)
Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ County OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization this _____(Date) by _____ (Name of officer or agent) as _____(title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____
_____(Date) _____ (Official Notary Signature and Notary Seal)
_____ (Name of Notary typed, printed or stamped)
Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization this _____(Date) By _____(Name of acknowledging) who personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced_____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this ____
_____(Date) _____ (Official Notary Signature and Notary Seal) _____ (Name of Notary typed, printed or stamped)
Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____(Date) by _____ (Name of acknowledging partner or agent) on behalf of _____a partnership. He/She personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced_____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date) __

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

Exhibit A

RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal proposals from vendors that are interested in providing professional services to support the needs of the County for geotechnical services and construction material testing and inspection here as described herein. Sealed proposals must be received in the Procurement Division, prior to the due date and time listed below.

RFP Number and Title: 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

Description: Provide professional services to support the needs of the County for geotechnical services and construction material testing and inspection.

Receiving Period: Prior to 2:00 p.m., Wednesday, June 7, 2023

Bid Opening: Wednesday, June 7, 2023, at 2:00 p.m. or as soon as possible thereafter.

This form is for RFP registration only. Please scroll down for additional information.

Questions regarding this RFP must be in writing and must be sent to Michael Guerrero Sr. Procurement Analyst, via email at michaelguerrero@polk-county.net or via fax at (863) 534-6789. All questions must be received by, Tuesday, May 30, 2023, 4:00 p.m.

RFP REGISTRATION

You MUST register using this form in order to receive notice of any addenda to these documents. Please fax the completed form to the Polk County Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

RFP Number: 23-328

RFP Title: Professional Geotechnical Services and Construction Material Testing and Inspection

This form is for RFP registration. Please scroll down for additional information.

This form is for bid registration only. Please scroll down for additional information.

Carefully complete this form and return it to the Procurement Division via e-mail to procurement@polk-county.net or fax (863) 534-6789. You must submit one form for each solicitation that you are registering for.

Company Name: _____

Contact Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

PROPOSAL SUBMITTAL INSTRUCTIONS

Proposers must submit their proposal prior to 2:00 p.m. on the receiving date. Proposals must be submitted in a “sealed” parcel or electronically through Polk County’s secure website, Kiteworks. Proposals will be publicly opened at 2:00 p.m. on the receiving date.

Sealed Parcel Submittal:

If you are submitting a sealed parcel proposal submit one (1) original marked ORIGINAL and five (5) copies marked COPY of the proposal in a sealed parcel to the Procurement Division. The parcel should be labeled “RFP #23-328, Professional Geotechnical Services and Construction Material Testing and Inspection” and marked with the proposer’s name and address. The Proposals may be mailed or delivered to:

Polk County Procurement Division

330 West Church Street, Room 150

Bartow, FL 33830

To assist with labeling the sealed parcel, please cut along the outer border and affix this label. Be sure to include the name of the company submitting the proposal where requested.

Sealed Proposal. DO NOT OPEN	
RFP Number	23-328
RFP Title	Professional Geotechnical Services and Construction Material Testing and Inspection
Due Date/Time:	June 7, 2023, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

Proposals may be mailed, express mailed or hand delivered. It is the Proposers responsibility to ensure their package is delivered to the Procurement Division prior to

2:00 p.m. on the Receiving date and time referenced above. Proposals delivered at 2:00 p.m. or later will not be accepted.

Electronic Proposals Submittal:

All prospective Proposers that are interested in submitting their proposals electronically can do so via the County's secure electronic submittal website, Kiteworks. Proposers must email michaelguerrero@polk-county.net at least 48 hours prior to opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for the Cost Tab, if applicable. Please use the name convention of your files as follow:

"RFP 23-328 Tab 1"

"RFP 23-328 Tab 2"

"RFP 23-328 Tab 3"

"RFP 23-328 Tab 4"

"RFP 23-328 Tab 5"

"RFP 23-328 Tab 6"

"RFP 23-328 Tab 7"

"RFP 23-328 Tab 8"

For more instructions, a video tutorial has been produced to further explain the electronic solicitation submittal process. It can be found by clicking here for RFP Submittals: https://youtu.be/vkn_7AHgioE. If you need assistance accessing this website due to ADA or any other reason, please email Michael Guerrero at michaelguerrero@polk-county.net.

Procurement recommends that Proposers submitting electronically double check the documents submitted into Kiteworks to ensure all requested tab information has been uploaded. Failure to upload the requested tab information may result in the proposal being deemed nonresponsive.

POLK COUNTY
Procurement Division
Fran McAskill
Procurement Director
REQUEST FOR PROPOSAL 23-328

Professional Geotechnical Services and Construction Material Testing and Inspection

Sealed proposals will be received in the Procurement Division, **Wednesday, June 7, 2023, prior to 2:00 p.m.**

Attached are important instructions and specifications regarding responses to this Request for Proposal (the "RFP"). The failure of a responding proposer (a "Proposer") to follow these instructions could result in Proposer disqualification from consideration for a contract to be awarded pursuant to this RFP.

This document is issued by Polk County (the "County") which is the sole distributor of this RFP and all addenda and changes to the RFP documents. The County shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The County shall post all such addenda, together with any other information pertaining to this RFP, on the County's website at

http://www.polk-county.net/procurement/procurement-bids. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a "Proposal") to this RFP to ensure that that the Proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the Proposer should not rely on such sources for information regarding the RFP solicitation.

Questions regarding this RFP must be in writing and must be sent to Michael Guerrero, via email at michaelguerrero@polk-county.net or via fax at (863) 534-6789. All questions must be received by May 30, 2023, 4:00 p.m.

Proposers and any prospective Proposers shall not contact, communicate with or discuss any matter relating in any way to this RFP with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated above. This prohibition begins with the issuance of the Request for Proposal and ends upon execution of a contract. Any such communication initiated by a Proposer or prospective proposer shall be grounds for disqualifying the offender from consideration for a contract to be awarded pursuant to this RFP and for contracts to be awarded pursuant to RFPs or Requests for Bid that the County may issue in the future.

A Proposer's responsive Proposal to this RFP may be mailed, express mailed, or hand delivered to:
Polk County Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830
(863)534-6757

INTRODUCTION

Polk County, a political subdivision of the State of Florida seeks professional geotechnical services and construction material testing and inspection, and as further defined in the Scope of Services below.

Polk County's Selection Process for consultants' services is in accordance with Section 287.055, Florida Statutes, the Consultants' Competitive Negotiations Act ("CCNA"). The Professional Services Selection Committee will review the qualifications of all submitting firms.

It is the intent of the County to select and negotiate a Master Consulting Agreement with multiple firm(s).

The County will negotiate a fee schedule and or overall lump sum price as part of "Selection Process", Elevation Level 4 Contract Negotiations.

Services under this contract will be in compliance with Section 287.055 of the Florida Statutes referred to as the "Consultants' Competitive Negotiation Act" (CCNA). Polk County's Procurement Procedure's Manual outlines the Procedures for Contracting for Professional Services Covered by CCNA. These procedures outline the process used for the selection of a consulting firm awarded through this RFP process.

All services must be performed in accordance with applicable Federal, State and Local regulations.

SCOPE OF SERVICES

The scope of services shall include, but not be limited to in-place density tests; standard or modified proctors; limerock bearing ratio test; compressive strength of concrete cylinders; compressive strength of soil-cement pills; Super Pave - asphalt binder content, gradations, gyratory pills, pavement density, air voids; core drill & soils analysis; steel inspection; geotechnical investigations & soil testing; asphaltic concrete inspection services; concrete testing, which includes, but is not limited to the specific services listed on Exhibit "A" at the end of this document. All reports submitted by the Consultant(s) shall include specific recommendations, as applicable.

The County shall request the services on an as-needed basis. There is no guarantee that any or all of the services described in the agreement will be assigned during the term of the agreement. Further, the Consultant is providing these services on a nonexclusive basis. The County, at its option, may elect to have any of the services set forth herein performed by other consultants or County staff.

AGREEMENT

The Master Consulting Agreement will be for five (5) years unless otherwise terminated in accordance with the master service agreement.

EVALUATION CRITERIA

Proposals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this RFP are not desired and may be construed as an indication of the Proposer's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired unless specifically requested. The Proposal responses shall be contained within a three-ring binder (original and each copy in separate binders). For the purposes of this RFP, one page equals a single sided page. It is requested that the responses be in the same order as the selection and evaluation procedures. The submittals should include the following:

Tab 1 Executive Summary

(Items a-c: Maximum of two (2) pages

a) Name, company name, address, telephone number, and email address.
b) State the number of years in business, as the same company/firm.
c) State the number of full-time employees.
d) Provide documentation showing proper incorporation by the Secretary of State.
e) Provide a copy of the firm's applicable certification(s) from the State of Florida allowing them to provide the services as outlined in the Scope of Service as well as compliance with F.S. 287.055

Tab 2 Approach to the Project (35 points)

(Maximum of four (4) pages)

a) Describe in detail the components of how your firm proposes to manage assigned project(s), based upon the scope of services. Please identify the services your firm provides which make you qualified to perform the required services.
b) Describe how the firm plans to maintain the project team and manage the project team members' time in order to ensure sufficient time to complete a project.
c) Describe the firm's Quality Assurance and Quality Control program as it pertains to engineering services.

Tab 3 Experience, Expertise, Personnel and Technical Resources (35 points)

- Identify a minimum of five (5) and a maximum of eight (8) projects in which the proposer has performed within the past five (5) years as the prime proposer which best illustrate the experience of the firm and current staff as related to the desired services. At least three (3) of the projects identified should be for geotechnical services, and at least two (2) should be for construction and material testing and inspection. At least three (3) of the minimum five (5) projects

should have been performed within the state of Florida. (Maximum of one (1) page only per project).
    - For each project please provide:
        a) Name and location of the project;
        b) Size and cost of the project;
        c) Project representative name, address, phone number, and email address
        d) Date project was completed or is anticipated to be completed, if completed provide the actual completion date;
        e) The nature of the firm's responsibility on the project;
        f) List of change orders, including dollar amount, which were the result of unforeseen circumstances or design errors/oversights; and
        g) List of any time extensions created by item f above.
- Provide an organizational chart of the team highlighting the key individuals who will work on this contract.
- Provide brief resumes of the firm's key personnel to be assigned to the master service agreement including, but not limited to, the items in the list below (One (1) page maximum per resume):
    a) Name and current position held by the person
    b) Name, title and project assignment
    c) Experience:
        1) Types of projects.
        2) Size of projects (dollar value of project).
        3) What were their specific project involvements?
- Identify any sub-consultants that may be involved throughout the duration of the agreement. For each sub consultant identified please provide:
    - A brief description of their experience outlining their qualifications to perform the intended services
    - A brief resume for each key personnel that will be assigned to perform the intended services

Tab 4 Is the Firm a "Polk County Entity"? (5 Points)

- There will be a maximum of five (5) points allocated for this Tab. If the Proposer is a Polk County Entity, then five (5) points will be allocated. If the Proposer is not a Polk County Entity but is utilizing one or more sub-consultants that are a Polk County Entity to assist in performing the scope of work, then the Proposal will be allocated one (1) point for each sub-consultant which is a Polk County Entity up to a maximum of five (5) points. The Polk County Entity sub-consultant(s) must have been identified under Tab 3, Experience, Expertise, Personnel and Technical Resources in order to qualify for point allocation.
- Provide documentation of the Proposers' or sub-consultant's headquarters and local offices, if any, and the amount of time the firm has been located at each

such local office. Please also indicate the number of employees at the local office.

- Proposers or sub-consultants will be allocated points if they meet the following Polk County Government definition of Polk County Entity.
    - The term “Polk County Entity” means any business having a physical location within the boundaries of Polk County, Florida, at which employees are located and business activity is managed and controlled on a day-to-day basis. Additionally, the business must have been located within the boundaries of Polk County for a minimum of 12 months prior to the date the applicable solicitation is issued. This requirement may be evidenced through a recorded deed, an executed lease agreement, or other form of written documentation acceptable to the County. The County shall have the right, but not the obligation, to verify the foregoing requirements.
- In the event a Proposer lists one or more sub-consultants in Tab 4 which is a Polk County Entity and receives point(s) as a result, and after the Proposer is awarded the project, if successful, it is determined that the listed sub-consultant does not assist in the performance of the scope of work (and is not replaced with an alternative sub-consultant which is a Polk County Entity), then the Proposer acknowledges and agrees that it may be suspended or debarred by the Procurement Director for failure to comply with the conditions, specifications or terms of a proposal or contract with the County or for committing a fraud or misrepresentation in connection with a proposal or contract with the County, in accordance with the Polk County Purchasing Ordinance and Procedures Manual.

Tab 5 Is the Firm a “Certified Woman or Minority Business Enterprise” (5 Points)

- Polk County Board of County Commissioners has a long-standing commitment to encouraging the utilization of Women and Minority Businesses that do business with the County as vendors. To that end we encourage all of our prime and professional services vendors to utilize W/MBE vendors where at all possible, irrespective of a company’s certification status. Please explain how the submitting firm will encourage minority participation in the project. (Limit response to one page)
- There will be a maximum of five (5) points allocated for this tab. If the Proposer is a Woman or Minority owned business, then five (5) points will be allocated. If the Proposer is not a Woman or Minority owned business but is utilizing one or more sub-consultants that are a Women or Minority owned business to assist in performing the scope of work, then the Proposal will be allocated one (1) point for each sub-consultant which meets the County’s certification criteria of Women or Minority owned, up to a maximum of five (5) points. The Woman or Minority owned business sub-consultant(s) must have been identified under Tab 3, Experience, Expertise, Personnel and Technical Resources in order to qualify for point allocation.

- Proposers or sub-consultants will be allocated points if they are a certified W/MBE as evidenced by providing the documentation described below.
    - If the Proposer or sub-consultant has a certified W/MBE status, provide documentation of the firms' certified W/MBE status as defined by the Florida Small and Minority Business Act and as defined in Polk County's Purchasing Procedures. Polk County's Purchasing Procedures recognize the following to meet the requirement of a certified W/MBE status:
        - Valid W/MBE Certification from one of the following
            - Florida Minority Supplier Development Council
            - Women Business Enterprise National Council
            - The State of Florida Office of Supplier Diversity
            - Florida Department of Transportation
            - U. S. Small Business Administration
            - Federal Aviation Authority
            - Other Florida governmental agencies

  Certifications from other governmental agencies will be considered on a case-by-case basis.

- In the event a Proposer lists one or more sub-consultants in Tab 5 which is a Women or Minority owned business and receives point(s) as a result, and after the Proposer is awarded the project, if successful, it is determined that the listed sub-consultant does not assist in the performance of the scope of work (and is not replaced with an alternative sub-consultant which is a Women or Minority owned business), then the Proposer acknowledges and agrees that it may be suspended or debarred by the Procurement Director for failure to comply with the conditions, specifications or terms of a proposal or contract with the County or for committing a fraud or misrepresentation in connection with a proposal or contract with the County, in accordance with the Polk County Purchasing Ordinance and Procedures Manual.

Tab 6 Interactions with County and Regulatory Agency Staff (5 Points)

- Provide documentation supporting the specialized qualifications of the proposed staff in terms of meeting this scope of service. Qualifications should highlight experience with regulatory agencies, identifying specific agencies and the items being addressed, including construction permitting, water use permitting, consent orders, consultation, governing regulations, and other related activities. Describe the firm's ability to work with Roads and Drainage or other Division staff in order to successfully fulfill the scope of service. Demonstrate the firm's knowledge of permitting process, as well as local regulatory agencies, including, but not limited to FDOT, and SWFWMD, if applicable. **(Limit response to one (1) page)**

Tab 7 Timely Completions of Projects (5 points)

Describe the firms' current and future projected workload. Describe specifically the firms' daily ability to handle each aspect of the scope of services described herein. **(Limit response to two (2) pages maximum)**

Tab 8 Surveys of Past Performance (10 Points)

- Provide reference surveys from past clients for the projects identified under Tab 3.
- Completed surveys. (See Exhibit 1) Procurement will take the average of all surveys and score as follows:
    - Average Score between 9-10 (10 Points)
    - Average Score between 7-8 (8 Points)
    - Average Score between 5-6 (6 Points)
    - Average Score between 3-4 (4 Points)
    - Average Score between 1-2 (2 Points)
    - Average Score of 0 (0 Points)

BID OPENING

Proposers may attend the Bid Opening in person or via conference call by dialing (646) 558-8656 and enter Meeting ID: 327 647 2818. A listing of all proposers will be posted to Procurement's website as soon as possible after bid opening.

Selection Process

Proposals will be evaluated in accordance with this section and all applicable County procurement policies and procedures.

The County shall appoint a selection committee (the "Selection Committee") that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section.

The County will use a competitive selection process based on the Elevation Levels described in this Section. At Elevation Levels 2 and 3, the Selection Committee will score and/or rank the Proposals as applicable.

Selection of a final Proposal will be based upon the following steps and factors:

Elevation Level 1 (Procurement Requirements Assessment):

- The County Procurement Division shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the County's discretion, non-conforming Proposals may be eliminated from further consideration and conforming Proposals shall be elevated to Elevation Level 2. Procurement will distribute Proposals and evaluation criteria to the Selection Committee.
- Procurement will also ensure all firms meet the requirement of certification as outlined in Florida Statute 287.055(3)(c).

- The Selection Committee may convene to review questions that arise during individual member review of submitted Proposals before Elevation Level 2 to allow for questions, clarifications, explanations, or other discussion to be held before the review of Proposals is completed.

Elevation Level 2 (Scoring)

- Procurement shall score each Proposal on the following evaluation criteria:
    - Local (Tab 4)-5 points
    - W/MBE Certification (Tab 5)-5 points
    - Surveys of Past Performance (Tab 8)-10 points

    Subtotal Points-20 points

    by the process stated under each corresponding Tab description as set forth on Pages 8-11.

- Each Selection Committee member shall score each Proposal on the following evaluation criteria:
    - Approach to the Project (Tab 2)-35 points
    - Experience, Expertise, Personnel and Technical Resources (Tab 3)-35 points
    - Interaction w/ County & Regulatory Agencies (Tab 6)-5 points
    - Timely Completion of Projects (Tab 7)-5 points
      Subtotal Points-80 points
      by the following process:

1) Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:
    - EXCELLENT (1.0): Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless.
      The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an exceptional and superior degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver far beyond expectation.
    - VERY GOOD (0.8): To a high degree; better than or above competent and/or skillful.
      The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation,

diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver beyond expectation.

- GOOD (0.6): Having positive or desirable qualities; competent; skilled; above average.
  The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at the expected level.
- FAIR (0.4): Average; moderate; mediocre; adequate; sufficient; satisfactory; standard.
  The Proposer provided information for a given criteria that satisfied the requirements and described sufficiently how and what will be accomplished in a manner that exhibited an adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.
- POOR (0.2): Inadequate; lacking; inferior in quality; of little or less merit; substandard; marginal.
  The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information, or was of inferior quality. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.
- UNACCEPTABLE (0.0):
  The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

2) After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points available for such criterion shall be multiplied by the factor associated with the applicable description to produce the number of points allocated for that evaluation criterion. For example, a Selection Committee member classifies the "Experience and Expertise" criterion (which shall be worth 25 points for the purpose of this example) as "Very Good" (which is a description factor multiplier of 0.8). The points that Selection Committee

member allocated for that evaluation criterion would be 20, calculated as follows: 25 available points x 0.8 applicable description factor multiplier = 20 points.

3) A Selection Committee member's total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.
4) When all Selection Committee members have completed their Proposal evaluations, the individual Selection Committee member's total scores for each Proposal will be added together to produce a final score for each Proposal.
5) Procurement will confirm the calculations for the final score for each Proposal. Then, Procurement shall publish a rank-ordered listing of the Proposals to the Selection Committee with the Proposal receiving the highest point as the highest-ranked Proposal.
6) In accordance with Section 287.055(4)(a), Florida Statutes, if there are three (3) or more Proposers in Elevation Level 2, the Selection Committee must elevate no fewer than the three highest scored of such Proposers to Elevation Level 3 for interviews. If there are only two Proposers in Elevation Level 2, the Selection Committee must elevate those two Proposers to Elevation Level 3 for interviews. If there is only one Proposer in Elevation Level 2, then the Selection Committee may collectively decide if they would like to elevate the Proposer to Elevation Level 3 for interviews or if they would like to recommend the Board authorize staff to enter into Contract Negotiations with the Proposer. In the latter case, after Board approval to authorize staff to negotiate a contract, the Proposer will then be elevated to Elevation Level 4 for contract negotiations.

Elevation Level 3 (Proposer Interviews)
The Selection Committee are required to conduct interviews of the Proposers that it has elevated from Elevation Level 2 to Elevation Level 3.

During an interview, elevated Proposers may be requested to make a presentation focusing on their qualifications, approach to the project and the ability to furnish the required services. The Selection Committee members will have an opportunity to inquire about any aspect of the RFP and the Proposer's Proposal. After all elevated Proposer interviews, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the Proposer deemed to be the most highly qualified to perform the required services. In accordance with Section 287.055(4)(b), Florida Statutes, in determining whether a Proposer is qualified, each Selection Committee member shall consider such factors as:

- Ability of Personnel
- Whether a Proposer is a certified minority business enterprise
- Past performance
- Willingness to meet time and budget requirements
- Location
- Recent, current, and projected workloads
- Volume of work previously awarded to each Proposer by the County

Procurement shall receive and compile each Selection Committee member's ranking of each Proposer, and then publish a rank-ordered listing of Proposers to the Selection Committee, based on the combined average rankings given each Proposer. The Selection Committee members will then collectively decide if they would like to recommend the Board authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-ranked Proposer(s). After Board approval to authorize staff to negotiate a contract, said Proposer(s) will then be elevated to Elevation Level 4 for contract negotiations.

Elevation Level 4 (Contract Negotiations)
If a Proposer is elevated to this level, the User Division, with the assistance of Procurement and the County Attorney's Office, shall negotiate an Agreement with the elevated Proposer(s) in accordance with Section 287.055(5), Florida Statutes.

If after negotiating for a reasonable time period the parties cannot agree on a contract, the County shall, in its sole discretion, terminate further contract negotiations with that Proposer(s). Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer(s) have terminated. The Selection Committee shall then determine whether to recommend to the Board to approve contract negotiations with the next-highest-ranked Proposer, and so on. If the Selection Committee decides not to recommend contract negotiations with the next-highest-ranked Proposer, or if the County determines there is no other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.

After contract negotiations with a Proposer(s) are successfully completed pursuant to Elevation Level 4, the Selection Committee shall recommend to the Board of County Commissioners that it selects such Proposer(s) to provide the services as outlined in the Agreement. The Board of County Commissioners shall make the final decision whether to enter into an Agreement with a Proposer(s).

ATTENTION PROPOSERS

The Successful Proposer must register in our new Vendor Database if you have not already done so prior to award of this RFP. A purchase order cannot be issued to a vendor until they have registered.

You may register by going to the following link:

https://www.polk-county.net/procurement/vendor-registration

Registered vendors will receive a User ID and Password to access their company information. All registered vendors must provide their owner gender, owner ethnicity, corporate status, and a minimum of one (1) commodity code to be considered registered. It is the responsibility of all vendors to update their vendor information.

Only registered vendors will receive notifications of future RFP's.

GENERAL CONDITIONS

CONTACT

After the issuance of any Request for Proposal, prospective proposers shall not contact, communicate with, or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners, and any employee of Polk County, other than the Procurement Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of any Request for Proposal and ends upon completion execution of a contract. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

INSURANCE REQUIREMENTS

The selected firm, if any, shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below. Provide to the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. Polk County, a political subdivision of the State of Florida, shall be an additional named insured on all policies related to the project, excluding workers' compensation and professional liability. The Workers' Compensation and General Liability policies shall contain a waiver of subrogation in favor of Polk County. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII. The firm's self-insured retention or deductible per line of coverage shall not exceed $25,000 without the permission of the County. In the event of any failure by the firm to comply with the provisions; the County may, at its option, on notice to the firm suspend the project for cause until there is full compliance. Alternatively, the County may purchase such insurance at the firm's expense, provided that the County shall have no obligation to do so and if the County shall do so, the firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

Worker's Compensation and Employer's Liability Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

Admitted in Florida	Yes
Employer's Liability	$100,000
All States Endorsement	Statutory
Voluntary Compensation	Statutory

Commercial General Liability Insurance. $1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations and Products/Completed Operations;

Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverages;

Independent Contractors; Policy must include Separation of Insureds Clause.

Comprehensive Automobile Liability Insurance. $1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Professional Liability Insurance. $2,000,000 for design errors and omissions, inclusive of defense costs. Selected firm shall be required to provide continuing Professional Liability Insurance to cover the project for a period of two (2) years after the projects are completed.

INDEMNIFICATION

To the maximum extent permitted by law, the Consultant shall indemnify, protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, reasonable attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, to the extent arising out of or resulting from (i) the failure of Consultant to comply with applicable laws, rules or regulations, (ii) the breach by Consultant of its obligations under this Agreement, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Consultant's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant or any persons or entities employed or utilized by Consultant in the performance of this Agreement. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

PUBLIC ENTITY CRIMES STATEMENT

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 or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting this proposal, the proposer hereby certifies that they have complied with said statute.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The County is an equal opportunity/affirmative action employer. The County is committed to equal opportunity employment effort; and expects firms that do business with the County to have a vigorous affirmative action program.

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

The County hereby notifies all Proposers that W/MBEs are to be afforded a full opportunity to participate in any request for proposal by the County and will not be subject to discrimination on the basis of race, color, sex or national origin.

AFFIRMATION

By submitting their proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the County.

DEVELOPMENT COSTS

Neither the County nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a response to the RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

ADDENDA

The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The addenda will be posted on the County's website at https://www.polk-county.net/procurement-bids. It is the sole responsibility of the proposers to check the website to ensure that all available information has been received prior to submitting a proposal.

CODE OF ETHICS

If any proposer violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this proposal, such proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from bidding on any future proposals for work, goods, or services for the County.

DRUG FREE WORKPLACE

Preference shall be given to businesses with Drug Free Workplace (DFW) programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the County for the procurement of commodities or contractual services, a proposal received from a business that has provided a statement that it is a DFW shall be given preference in the award process.

APPLICABLE LAWS AND COURTS

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

CONTRACTUAL MATTERS

A contract in substantially the same form as attached here to as Attachment "A" (Master Consulting Agreement) will be executed between the County and the successful Proposer(s).

All contracts are subject to final approval of the Polk County Board of County Commissioners. Persons or firms who incur expenses or change position in anticipation of a contract prior to the Board's approval do so at their own risk.

PROPOSAL ACCEPTANCE PERIOD

A proposal shall be binding upon the offeror and irrevocable by it for one hundred and twenty (120) calendar days following the proposal opening date. Any proposal in which offeror shortens the acceptance period may be rejected.

ADDITION/DELETION

The County reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the County.

PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are in the public domain. However, the proposers are required to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Proposers should provide a redacted copy of proposal with submittal or must provide within thirty (30) days from the Proposal due date.

All proposals received from proposers in response to this Request for Proposal will become the property of the County and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County.

REVIEW OF PROPOSAL FILES

In accordance with Chapter 119.071 of the Florida Statutes, the responses received for this Request for Proposal are exempt from review for thirty (30) days after the Bid Opening Date or at Recommendation of Award, whichever event occurs first.

Should the RFP be cancelled and re-solicited for any reason, proposal responses shall remain exempt from disclosure for a period not to exceed twelve (12) months or at Recommendation of Award of the subsequent solicitation.

RFP PROTEST: Any proposer desiring to file a protest, with respect to a recommended award of any RFP, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All proposers who submitted a proposal will be sent a Notice of Recommended Award, unless only one proposal was received.

A copy of the protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at https://www.polk-county.net/procurement/protest-procedures.

FAILURE TO FOLLOW PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE PROPOSER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.

UNAUTHORIZED ALIEN(S) The Consultant agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful consultant will complete and submit the form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, contractors and subcontractors shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. 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. 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 the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

LIMITATIONS

This request does not commit Polk County to award a contract. Proposers will assume all costs incurred in the preparation of their response to this RFP. The County reserves the right to: 1) accept or reject qualifications and/or proposals in part or in whole; 2) request additional qualification information; 3) limit and determine the actual contract services to be included in a contract; 4) obtain information for use in evaluating submittals from any source and 5) reject all submittals.

ATTORNEY'S FEES AND COSTS: Each party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

PUBLIC RECORD LAWS

(a) The Consultant acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Consultant further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Consultant shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b)Without in any manner limiting the generality of the foregoing, to the extent applicable, the Consultant acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET

Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).
   i. By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.
   ii. Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000), then the Vendor further certifies to the County as follows:
      a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
      b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
      c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
      d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or

Syria when it submitted its proposal to the County concerning the subject of this Agreement.

iii. The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

i. The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

ii. The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000).

Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: _____

DBA/Fictitious Name (if applicable): _____

TIN #: _____

Address: _____

City: _____

State: _____

Zip Code: _____

County: _____

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization (select one type)

- □ Sole Proprietorship
- □ Partnership
- □ Non-Profit
- □ Sub Chapter
- □ Joint Venture
- □ Corporation
- □ LLC
- □ LLP
- □ Publicly Traded
- □ Employee Owned

State of Incorporation: _____

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

EXHIBIT 1
DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

The objective of this process is to identify the past performance of the Contractor submitting a proposal package. This is accomplished by sending survey forms to past customers. The customers should return the forms directly to the Contractor. The Contractor is to include all surveys in their proposal package.

Sending the Survey

The surveys shall be sent to all clients for whom the Contractor has identified under Tab 3. Surveys should correlate to all projects identified under Tab 3.

If more surveys are included, then Procurement will only use those identified under Tab 3.

1. The Contractor shall complete the following information for each customer that a survey will be sent

CLIENT NAME	Name of the company that the work was performed for (i.e. Hillsborough County).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (Geotechnical Services/Construction Material Testing and Inspection for X Project)
COST OF SERVICES	Cost of services ($250,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2022)

2. The Contractor is responsible for verifying that their information is accurate prior to submission for references.

3. The survey must contain different services/projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.

4. The past projects can be either completed or on-going.

5. The past client/owner must evaluate and complete the survey.

Preparing the Surveys

1. The Contractor is responsible for sending out a performance survey to the clients that have been identified under Tab 3. The survey can be found on the next page.
2. The Contractor should enter the past clients' contact information, and project information on each survey form for each reference. The Contractor should also enter their name as the Contractor being surveyed.
3. The Contractor is responsible for ensuring all references/surveys are included in their submittal under Tab 8
4. Polk County Procurement may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

Survey Questionnaire – Polk County

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

To: _____ (Name of Person completing survey)

_____ (Name of Client Company/Contractor)

Phone Number: _____ Email: _____

Subject: Past Performance Survey of Similar work:

Project name: _____

Name of Vendor being surveyed: _____

Cost of Services: Original Cost: _____ Ending Cost: _____

Contract Start Date: _____ Contract End Date: _____

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage	(1-10)	
5	Close out process	(1-10)	
6	Ability to communicate with Client's staff	(1-10)	
7	Ability to resolve issues promptly	(1-10)	
8	Ability to follow protocol	(1-10)	
9	Ability to maintain proper documentation	(1-10)	
10	Appropriate application of technology	(1-10)	
11	Overall Client satisfaction and comfort level in hiring	(1-10)	
12	Ability to offer solid recommendations	(1-10)	
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	

Printed Name of Evaluator _____

Signature of Evaluator: _____

Please fax or email the completed survey to: _____

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 23-328, PROFESSIONAL GEOTECHNICAL SERVICES and CONSTRUCTION MATERIAL TESTING and INSPECTION

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____ day of _____, 20___, by _____(*name*) as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

Exhibit “A”
Specific Services

Specific services shall include, but not be limited to, sampling and testing of soils, concrete, asphalt and various other construction materials.

1.	In-Place density tests
2.	Standard or modified proctors
3.	Limerock Bearing Ratio tests (3 points)
4.	Compressive strength of concrete cylinders (4 per set)
5.	Compressive strength of soil-cement pills (4 per set)
6.	Core drilling & soils analysis
	STEEL INSPECTION
1.	Inspection of Welds & Bolt Torqueing A) At Plant B) At Job Site 1. One (1) Man Inspection Crew 2. Two (2) Men Inspection Crew
2.	Reinforcing Steel Inspection
3.	Nondestructive Testing of Steel & Connections
	GEOTECHNICAL INVESTIGATIONS & SOIL TESTS
1.	**Standard Penetration Test Borings (ASTM D-1586)(Minimum 50 feet per job)** A) 0-50 foot depth interval B) 50-100 foot depth interval C) 100-125 foot depth interval D) 125-150 foot depth interval
2.	Solid Auger Stem Borings (minimum 100 feet per job)
3.	Manual Auger Borings
4.	Drill Service from Floating Platform
5.	Rock Coring
6.	Installation of Steel Casing

7.	Ground Penetrating Radar
8.	Cone Penetrometer Radar
9.	Dilatometer Soundings
10.	Atterberg Limits A) Liquid Limit (LL) – Plastic Limit (PL) B) Shrinkage Limit (SL)
11.	California Bearing Ratio
12.	Consolidation A) Consolidation with Reload
13.	Corrosion Resistance (pH and R)
14.	Field Density Tests (minimum 3 tests per trip)
15.	Florida Bearing Value (FBCV)
16.	Florida Bearing Value Determination of Blend Proportions
17.	Grain Size: A) Hydro Analysis B) Sieve Analysis (Wash No. 200 Sieve)
18.	Ground Penetrating Radar
	GEOTECHNICAL INVESTIGATIONS & SOIL TESTS
19.	Limerock Bearing Ratio (LBR) (3 point)
20.	Limerock Bearing Ratio (LBR) (5 point)
21.	Moisture Content
22.	Moisture Density Test (Standard or Modified Proctor)
23.	Muck Probing 2 Man Crew 3 Man Crew
24.	Organic Content Determination
25.	Monitor Well Installation includes permits, lithologic log, and report – 2” or 4” PVC with removable, water-tight plug
	Hollow Stem Auger Boring
	Casing: 2-inch PVC (site spec. may require stickup)
	Casing: 4-inch PVC (site spec. may require stickup)
	Casing: 2-inch Steel (site spec. may require stickup)

	Casing: 4-inch Steel (site spec. may require stickup)
	0.010-inch Filter Screen: 2-inch PVC + min. 6-inch tail
	0.005-inch Filter Screen: 2-inch PVC + min. 6-inch tail
	0.010-inch Filter Screen: 4-inch PVC + min. 6-inch tail
	0.005-inch Filter Screen: 4-inch PVC + min. 6-inch tail
	Filter Sand: Varies from approx. 30/65 to approx. 20/30
	Bentonite: Chips / Balls
	Bentonite: Slurry / Slurry by tremie pipe
	Neat Grout
	Protective Casing (Hinged top and lockable) w/ name plate
	Concrete Pad (2'x2'x4" above-ground or 12-inch flush-mount round)
	Concrete-filled, Painted, Protective Bollard min. 4.5-inch O.D. max 6-inch O.D. (4-foot tall / 2-foot buried)
26.	Well Abandonment includes permits and report
	2-inch Well
	4-inch Well
27.	Tracked-Mounted Direct Push Technology (DPT) Rig w/all equipment and crew
	GEOTECHNICAL INVESTIGATIONS & SOIL TESTS
28.	pH
29.	Permeability Tests – Field (15', 2 depths) (Excluding auger borings & vertical permeability)
30.	Permeability Tests – Laboratory Granular Soil Cohesive Soil
31.	Soil-Cement, Field Testing & Observation
32.	Soil-Cement, Laboratory Design Mixes (FOB Laboratory)

33.	Soil Plate Load Test (ASTM)
34.	Specific Gravity
35.	Double Ring Infiltrometer Test
36.	Relative Density Test
37.	Triaxial Compression Test (CU) (3 points) Additional points
38.	Unconfined Compression Tests
39.	Undisturbed Thin-Walled Tube Sampling
40.	Unit Weight
	ASPHALTIC CONCRETE INSPECTION SERVICES
1.	Asphaltic Concrete Paving Plant Inspection
2.	Asphalt Mix-Gradation
3.	Asphalt Mix-Bulk Specific Gravity
4.	Asphalt Mix-Gradation
5.	Asphalt Mix- Maximum Specific Gravity
6.	Asphalt Mix- Temperature
7.	RAP – Asphalt Binder Content
8.	RAP – Gradation
9.	RAP- Maximum Specific Gravity
10.	Coring Pavement for Density and/or Thickness
11.	Asphalt Core Density (core provided by others)
12.	Gyratory Compaction for SuperPave AASH to TP4-00
13.	Quantitative Determination of Asphalt Content from Asphalt Paving Mixtures by the Ignition Method FM5-563
	CONCRETE TESTING
	Concrete Aggregate Tests (FOB Lab)
1.	Sieve Analysis, Fine or Coarse
2.	Absorption
3.	Specific Gravity

4.	Unit Weight
5.	Material Finer than No. 200 Sieve
6.	Organic (Color metric ASTM C-40)
7.	Salt Content
8.	Los Angeles Abrasion
9.	Soundness (5 cycle sodium sulfate) (5 cycle magnesium sulfate)
10.	Masonry Mortar strength Comparative, Sand or Water
	Concrete Beams
11.	Flexural Strength, Making & Testing (3 tests per set)
	Concrete Masonry Units or Prisms
12.	Compressive Strength, ASTM C-140, 5 Specimens
13.	Absorption & Moisture Content, ASTM C-150, 5 Specimens
14.	Compressive Strength Testing of Hollow Masonry Prisms ASTM E-477 (FOB)
15.	Compressive Strength Testing of Hollow Masonry Prisms with Grouted Cells, ASTM E-477
16.	Molding, Curing & Testing of 2” x 2” Masonry Mortar Cubes (set of 3 cubes)
17.	Concrete Masonry Units, ASTM Test (5 Compression & 5 Absorption Tests)
	Concrete Coring
18.	Securing Structural or Pavement Cores, Compression Tests & Thickness
19.	Coring Site Accessible – Does not include mobilization charge, staging and/or scaffolding, 4” diameter or smaller, 6” thickness or less. Compressive Strength of Concrete Cores (cores provided by others)
	Grout Cubes
20.	Making and Compression Tests of 2” Cubes from Job Site (set of 3)

	Concrete Cylinders
21.	Making & Compression Tests of 6” x 12” Cylinders (Slump Test Included)
22.	Compression Tests of 6” x 12” Cylinders
23.	Extra Slump Tests
24.	Air Content Tests
	Concrete Design Mixes
25.	Concrete Design Mixes (including standard aggregate tests & one trial batch with 6 compression test cylinders)
26.	Brush/Loss (for soil Cement basis) ASTM Durarock & Pug Mix
27.	Linear Shrinkage Tests of Concrete Block (ASTM 426)
28.	Concrete Ready Mix Plant or Job Inspection
29.	Pre-Fabricated Panel Tests, ASTM or FHA

May 10, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1
RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Correction to Contractual Matters reference on page 20 of the RFP document.

Michael Guerrero
Sr. Procurement Analyst
Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature:_____

Printed Name:_____

Title:_____

Company:_____

ADDENDUM #1

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

CLARIFICATION

DELETE IN ITS ENTIRETY:

Page 20, Contractual Matters

A contract in substantially the same form as attached here to as Attachment "A" (Master Consulting Agreement) will be executed between the County and the successful Proposer(s).

All contracts are subject to final approval of the Polk County Board of County Commissioners. Persons or firms who incur expenses or change position in anticipation of a contract prior to the Board's approval do so at their own risk.

REPLACE WITH:

A contract in substantially the same form as attached here to as Attachment "B" (Master Consulting Agreement) will be executed between the County and the successful Proposer(s).

All contracts are subject to final approval of the Polk County Board of County Commissioners. Persons or firms who incur expenses or change position in anticipation of a contract prior to the Board's approval do so at their own risk.

DRAFT AGREEMENT
MASTER CONSULTING AGREEMENT

THIS AGREEMENT is entered into as of the Effective Date (defined in Section 1.1 below) by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida 33830, _____ (the "Consultant") a _____ _____, located at _____, and whose Federal Employer Identification Number is: _____.

WHEREAS, County requires certain professional services in connection with the performance of certain professional geotechnical services and construction material testing and inspection for all Divisions in the County; and,

WHEREAS, the County has solicited for these services via RFP 23-328, an advertised request for proposals (the "RFP"), and has received numerous responsive proposals thereto; and

WHEREAS, pursuant to the RFP, the County has selected the Consultant and the Consultant remains agreeable to providing the County the professional services described herein, and the Consultant represents that it is capable and prepared to do so according to the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the parties hereby agree, as follows:

1.0 **Term**

1.1 This Agreement shall take effect on the date of its execution by the County (the "Effective Date").

1.2 The term of this Agreement shall be for a five (5) year time period, commencing upon the Effective Date and remaining in full force and effect thereafter, unless otherwise sooner terminated as provided herein.

2.0 **Services to Be Performed by Consultant**

2.1 Consultant shall perform the services as generally described in (i) the County's Request for Proposals RFP 23-328, to include all attachments and addenda, and (ii) the Consultant's responsive proposal thereto (collectively, (i) and (ii) are "RFP 23-328") all of which are incorporated into this Agreement by this reference, attached hereto as a composite Exhibit "A" and made a part of

this Agreement, and as may be further specifically designated and authorized by the County, in writing (collectively, the "Services"). Such authorization will be referred to as a Consultant Services Authorization ("CSA") or a Contract Purchase Order ("CPO") and all provisions of this Agreement apply to the CSA/CPO with full force and effect as if appearing in full within each CSA/CPO. Each CSA/CPO will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages and completion date, and shall become effective upon the due execution.

2.2 The Consultant is not authorized to undertake any project without a duly executed CSA/CPO, which shall specify the work to be performed and the time to be completed. Consultant recognizes that the County may employ several different Consultants to perform the work described and that the Consultant has not been employed as the exclusive agent to perform any such services.

2.3 When the Consultant and the County enter into a CSA/CPO where the term of the CSA/CPO expires on a date that is later than the date that the Master Consulting Agreement (MCA) expires, the Consultant and the County agree that the terms of the MCA and any amendments, attachments or provisions thereof are automatically extended until the expiration (including any extension or amendment thereto) or full completion of the requirements of the CSA/CPO have been performed. Cancellation by the County of any remaining work prior to the full completion of the requirements of the CSA/CPO shall cause the terms of the MCA to terminate at the same time. This provision only applies when the expiration of the CSA/CPO extends beyond the expiration of the MCA. It does not apply when a CSA/CPO expires or is cancelled prior to the expiration of the MCA.

3.0 **Compensation**

3.1 General

3.1.1 County shall pay Consultant in accordance with Exhibit "B", "Fee Schedule", which is attached hereto and incorporated by reference as part of this Agreement. The fee schedule identifies all job classifications, which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services.

3.1.2 Upon the mutual agreement of the parties, the Fee Schedule, as set out in Exhibit "B" may be adjusted by a written Amendment to the Master Consulting Agreement annually beginning one year from the Effective Date of this Agreement. Such amendment must be executed by both parties and shall operate prospectively only and shall not alter fee schedules for CSA's/CPO's in effect at the time of the amendment.

3.1.3 Compensation may be negotiated as a not to exceed price or a lump sum amount on a per-project basis, on each individual CSA/CPO.

3.1.4 In the event a not to exceed price is negotiated, compensation shall be billed and paid based on and in accordance with the Hourly Rate Schedule attached hereto and incorporated herein as Exhibit "B". The Hourly Rate Schedule identifies all job classifications which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services.

3.1.5 Invoices must reference the applicable CSA/CPO number, using an invoice form approved by the County Auditor.

3.1.6 Each individual invoice shall be due and payable forty-five (45) days after receipt by the County of correct, fully documented, invoice, in form and substance satisfactory to the County with all appropriate cost substantiations attached. All invoices shall be delivered, as applicable based on the particular project:

Polk County Roads & Drainage Division
P.O. Box 9005, Bartow, FL 33830
Attention: Director

3.1.7 In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the County. This certifies that all services have been properly performed and all charges and costs have been invoiced to the County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the Consultant.

3.1.8 Payment of the final invoice shall not constitute evidence of the County's

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acceptance of the work

3.1.9 Invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional documents may be requested by County and, if so requested, shall be furnished by Consultant to County Auditor's satisfaction.

3.1.10 By submission of an invoice, the project manager or designated payroll officer is deemed to be attesting to the correctness and accuracy of time charges and requested reimbursements.

3.1.11 Pursuant to Section 3.1.4, if a not to exceed fee is negotiated, invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Alternatively, if a lump sum amount is negotiated, invoices shall be made upon the completion of each phase of the work in proportion to the Services performed, as specifically set forth in the applicable CSA or CPO. Additional documentation may be requested by the County and, if so requested, shall be furnished by the Consultant to the County Auditor's satisfaction.

3.2 Reimbursable

3.2.1 All requests for payment of out-of-pocket expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the County's Reimbursable Schedule, Exhibit "C", and include copies of paid receipts, invoices or other documentation acceptable to the County's Auditor. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Agreement, CSA, or CPO.

3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the applicable CSA or CPO, and include:

Overnight Deliveries
Reproduction
Sub-Consultant
Long Distance Telephone Calls (excluding Florida cities located outside the boundaries of Polk County)

3.2.3 Mileage and associated travel costs shall be reimbursed in accordance with F.S. 112.061 and County policy for pre-approved out-of-county travel (excluding travel from home

offices located outside of Polk County to the Polk County line).

3.2.4 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the County upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the Polk County Roads & Drainage Division offices upon demand, termination of the Agreement, or the conclusion of the project, whichever occurs first.

3.2.5 Consultant shall maintain a current inventory of all such assets.

4.0 **Insurance**

4.1 General Provisions

4.1.1 Consultant shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below and provide the County with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the County to evidence such coverage before any work commences.

4.1.2 The County shall be named as an additional insured on all Consultant policies related to the project, excluding professional liability and worker's compensation. The Commercial General Liability and Worker's Compensation Liability policies shall contain a waiver of subrogation in favor of Polk County. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.

4.1.3 The Consultant's self-insured retention or deductible per line of coverage shall not exceed $25,000.00 without the permission of the County.

4.1.4 If there is any failure by the Consultant to comply with the provisions of this section, the County may, at its option, on notice to the Consultant, suspend the work for cause until there is full compliance.

4.1.5 County may, at its sole discretion, purchase such insurance at Consultant's expense provided that the County shall have no obligation to do so and if the County shall do so, it shall not relieve Consultant of its obligation to obtain insurance.

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4.1.6 The Consultant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

4.1.7 All Consultants' subconsultants shall be required to include County and Consultant as additional insured on their General Liability Insurance policies.

4.1.8 In the event that subconsultants used by the Consultant do not have insurance, or do not meet the insurance limits, Consultant shall indemnify and hold harmless the County for any claim in excess of the subconsultants' insurance coverage.

4.1.9 The Consultant shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the County.

4.2 Comprehensive Automobile Liability Insurance. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

4.3 Commercial General Liability. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

4.3.1 Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

4.3.2 Independent Contractors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

4.4 Umbrella (Excess) Liability Insurance. Umbrella Liability with limits of not less than $1,000,000.00, exclusive of defense costs, to be in excess of all other coverages. Such coverage shall be at least as broad as the primary coverages above, with any excess umbrella layers written on a

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strict following form basis over the primary coverage. All such policies shall be endorsed to provide defense coverage obligations.

4.5 Professional Liability Insurance. $2,000,000.00 for design errors and omissions, inclusive of defense costs. Consultant shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the County Director of Risk Management and Insurance. The County may require the Consultant to provide a higher level of coverage for a specific project and time frame.

4.6 Performance, Payment and Other Bonds. Consultant shall furnish Performance and Payment Bonds specific to each project if required and agreed to under the CSA or CPO for the project.

4.7 Worker's Compensation. The Consultant shall provide, pay for, and maintain worker's compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

5.0 **Standard of Care**

5.1 Consultant has represented to the County that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

5.2 Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

5.3 Consultant shall, at no additional cost to County, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

5.4 The Consultant warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

6.0 **Indemnification**

6.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, County and

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Consultant agree to allocate such liabilities in accordance with this Section.

6.2 Indemnification.

6.2.1 Consultant, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Consultant to comply with applicable laws, rules or regulations, (ii) the breach by Consultant of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Consultant's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant, its professional associates, its subcontractors, agents, and employees provided, however, that Consultant shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

6.2.2 County review, comment and observation of the Consultant's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

6.2.3 Consultant agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subconsultants and their employees, and/or for Consultant's performance of this Agreement and its work product(s).

6.3 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Agreement shall survive as if the Agreement were in full force and effect.

7.0 **Independent Contractor**

7.1 Consultant undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

7.2 County shall have no right to supervise the methods used, but County shall have the right to observe such performance.

7.3 Consultant shall work closely with County in performing Services under this Agreement.

7.4 The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the County in any manner.

7.5 Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

8.0 **Authority to Practice**

8.1 The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

9.0 **Public Records Law**

(a) The Consultant acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Consultant further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Consultant shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Contractor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public

records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET

10.0 **Compliance with Laws**

10.1 In performance of the Services, Consultant shall comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards, including those now in effect and hereafter adopted.

11.0 **Subcontracting**

11.1 The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

11.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subcontractor by the County. Failure of a Subcontactor to timely or properly perform its obligations shall not relieve Consultant of its obligations hereunder.

12.0 **Federal and State Taxes**

12.1 The County is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the County will provide an exemption certificate to Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the County, nor shall the Consultant be authorized to use the County's Tax Exemption Number in securing such materials.

13.0 **Public Entity Crimes**

13.1 The Consultant understands and acknowledges that this Agreement with the County will be voidable by the County, in the event the conditions under Section 287.133, Florida Statutes applies to the Consultant, relating to conviction for a public entity crime.

14.0 **County's Responsibilities**

14.1 County shall be responsible for providing access to all County project sites, and providing information in the County's possession that may reasonably be required by Consultant, including; existing reports, studies, financial information, and other required data that are available in the files of the County.

15.0 **Termination of Agreement**

15.1 This Agreement may be terminated by the Consultant upon thirty (30) days prior written notice to the County in the event of substantial failure by the County to perform in accordance with the terms of the Agreement through no fault of the Consultant.

15.2 This Agreement may be terminated by the County with or without cause immediately upon written notice to the Consultant.

15.3 Unless the Consultant is in breach of this Agreement, the Consultant shall be paid for services rendered to the County's satisfaction through the date of termination.

15.4 After receipt of a Termination Notice, as described in this Article 15.0, and except as otherwise directed by the County, the Consultant shall:

15.4.1 Stop work on the date and to the extent specified.

15.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

15.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the County.

15.4.4 Continue and complete all parts of the work that have not been terminated.

16.0 **Uncontrollable Forces (Force Majeure)**

16.1 Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

17.0 **Governing Law and Venue**

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17.1 This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or the United States District Court, Middle District of Florida located in Hillsborough County, Florida. Each party shall be responsible for its own attorneys' fee and other legal costs and expenses.

18.0 **Non-Discrimination**

18.1 The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

19.0 **Waiver**

19.1 A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

20.0 **Severability**

20.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

20.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

20.3 The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

20.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

21.0 **Entirety of Agreement**

21.1 The County and the Consultant agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated

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herein.

21.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the County and Consultant pertaining to the Services, whether written or oral.

21.3 None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

22.0 **Modification**

22.1 This Agreement may not be modified unless such modifications are evidenced in writing signed by both County and Consultant. Such modifications shall be in the form of a written Amendment executed by both parties.

23.0 **Successors and Assigns**

23.1 County and Consultant each binds itself and its partners, successors, permitted assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, permitted assigns, and legal representatives of such other party.

23.2 Consultant shall not assign this Agreement without the express written approval of the County by executed amendment, which approval may be withheld in the County's sole discretion.

23.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this agreement and such substitution shall be affirmed by the County by executed amendment.

24.0 **Contingent Fees**

24.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

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25.0 **Truth-In-Negotiation Certificate**

25.1 Execution of this Agreement by the Consultant shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the Effective Date of this Agreement.

25.2 The said rates and costs shall be adjusted to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The County shall exercise its rights under this "Certificate" within one (1) year following payment.

26.0 **Ownership of Documents**

26.1 Consultant shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the County for its use and/or distribution as may be deemed appropriate by the County. Consultant is not liable for any damages, injury or costs associated with the County's use or distribution of these documents for purposes other than those originally intended by Consultant.

27.0 **Access and Audits**

27.1 Consultant shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the Consultant's place of business.

27.2 Misrepresentations of billable time or reimbursable expenses as determined by the Auditor to the Polk County Board of County Commissioners shall result in the recovery of any resulting overpayments. The County's cost of recovery shall be the sole expense of the Consultant, including accounting and legal fees, court costs and administrative expenses.

27.3 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

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27.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

28.0 **Notice**

28.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to County: Roads & Drainage
P.O. Box 9005
Bartow, FL 33830
Attention: Director

As to Consultant:

28.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

28.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and County.

29.0 **Service of Process**

As to County: County Attorney
County Administration Building
330 W. Church Street, 4th Floor
Bartow, Florida 33830

As to Consultant:

30.0 **Contract Administration**

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30.1 Services of Consultant shall be under the general direction of the Roads and Drainage Division Director, or their successor, who shall act as the County's representative during the term of this Agreement.

31.0 **Key Personnel**

31.1 Consultant shall notify County in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to changes. Consultant at County's request shall remove without consequence to the County any Subcontractor or employee of the Consultant and replace him/her with another employee having the required skill and experience. County has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Name: _____

Name: _____

32.0. **Annual Appropriations**

32.1 Consultant acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation.

33.0 **Liquidated Damages**

33.1 The parties hereto agree that liquidated damages, in the amount specified in the applicable CSA/CPO, will be assessed against the Consultant for Consultant's failure to meet the final deliverable date in the Performance Schedule in the Scope of Work, but only to the extent and in proportion to Consultant's fault in causing the delay as compared to other causes, and to the extent the Consultant is not delayed by reasons beyond Consultant's reasonable control.

34.0 Employment Eligibility Verification (E-VERIFY)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, contractors and subcontractors shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. 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. 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 the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

35.0 Limitation of Liability.

IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE CONSULTANT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

36.0 Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

(i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid,

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proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000).

37. No Construction Against Drafter

37.1 The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

38. Unauthorized Alien(s)

The Consultant shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C.

1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Consultant shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY M. BUTTERFIELD

By:_____
Deputy Clerk

Polk County, a political subdivision
of the State of Florida

By:_____
George Lindsey, Chairman
Board of County Commissioners
Or (Delete whichever does not apply)
William D. Beasley, County Manager

Date Signed by County:_____

Review as to form and legal sufficiency

_____
County Attorney's Office Date

ATTEST:

By:_____
Corporate Secretary

_____
[Print Name]

DATE:_____

SEAL

COMPANY Name
a _____ _____

By:_____

_____
[Print Name]

_____
[Title]

DATE:_____

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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 _____

DRAFT

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization this _____(Date) by _____ (Name of acknowledging partner or agent) on behalf of _____a partnership. He/She personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced_____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date) __

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

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May 18, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2
RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Proposals submitted and shortlisted along with the evaluation criteria for the last solicitation (RFP 18-305) added to the County's FTP Site.

To receive a copy of the Proposals submitted and shortlisted and evaluation criteria for RFP 18-305, please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation.* After you have logged in to the FTP site, double click on the file folder "**RFP 23-328 Professional Geotechnical Services and Construction Material Testing and Inspection.zip**", select "Open" or "Save As" to download the Proposals submitted and shortlisted and evaluation criteria for RFP 18-305. If you need assistance accessing this website due to ADA or any other reason, please email Michael Guerrero at michaelguerrero@polk-county.net.

Michael Guerrero
Sr. Procurement Analyst
Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature:_____

Printed Name:_____

Title:_____

Company:_____

ADDENDUM #2

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

Question 1: We are looking to acquire copies of all winning proposals (and evaluation metrics if possible) related to RFP 18-305 Professional Geotech Services & Construction Materials Testing. If there was a shortlist of firms before the final award announcement, we would appreciate those proposals as well.

Answer: Proposals submitted and shortlisted along with the evaluation criteria has been added to the County's FTP Site. The evaluation criteria and the Proposers response to the criteria can be found in the Proposer's response.

To receive a copy of the Proposals submitted and shortlisted and evaluation criteria for RFP 18-305, please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation.* After you have logged in to the FTP site, double click on the file folder "**RFP 23-328 Professional Geotechnical Services and Construction Material Testing and Inspection**.**zip**", select "Open" or "Save As" to download the Proposals submitted and shortlisted and evaluation criteria for RFP 18-305. If you need assistance accessing this website due to ADA or any other reason, please email Michael Guerrero at michaelguerrero@polk-county.net.

June 1, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #3
RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Question asked and answered.

The bid due date is extended to Wednesday June 14, 2023. All Proposals must be received prior to 2:00 p.m.

Michael Guerrero
Sr. Procurement Analyst
Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature:_____

Printed Name:_____

Title:_____

Company:_____

ADDENDUM #3

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

Question 1: We are requesting a one-week extension to this particular request for proposal submittal date (from 2:00 p.m., Wednesday, June 7, 2023, to 2:00 p.m., Wednesday, June 14, 2023). Please let us know if this is something the county is willing to provide.

Answer: Yes. The bid due date is extended to Wednesday June 14, 2023. All Proposals must be received prior to 2:00 p.m.

RFP 23-328

PROFESSIONAL GEOTECHNICAL SERVICES AND CONSTRUCTION MATERIAL TESTING AND INSPECTION

Universal Engineering Sciences, LLC
3532 Maggie Boulevard
Orlando, FL 32811
(407) 423-0504
teamues.com

UES™

Grounded in Excellence

1872

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TAB 1

EXECUTIVE SUMMARY

Date: June 14, 2023

Attention: Polk County Procurement Division
330 West Church Street, Room 150
Bartow, FL 33830

Reference: RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

Dear Polk County Procurement Division:

Universal Engineering Sciences (UES) truly appreciates the opportunity to present our services and experience in response to Polk County (The County) for RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection. We have a firm understanding of the scope outlined within and are confident that our capabilities and experience position UES as the ideal firm to execute said scope.

This proposal will clearly illustrate our team's vast resources, excellent responsiveness, and dedication to excellence, but we will also describe our successes with identical scopes and outline our comprehensive and cost-effective approach to the needs of the County.

Celebrating 59 years providing Geotechnical and Construction Materials Testing & Inspection services, UES has established itself as a pioneer both culturally and technologically and has grown into one of the industry's most respected and successful privately owned companies. With more than 3,100 professionals nationally, each as diverse in expertise as they are in life experiences, our culture is a melting pot of knowledgeable, helpful people with different backgrounds working towards a single goal—our clients' success.

A) COMPANY INFO

Universal Engineering Sciences, LLC
3532 Maggie Boulevard
Orlando, FL 32811
(407) 423-0504
Grabens@teamues.com

B) NUMBER OF YEARS IN BUSINESS

59 Years in Business

C) FULL-TIME EMPLOYEES

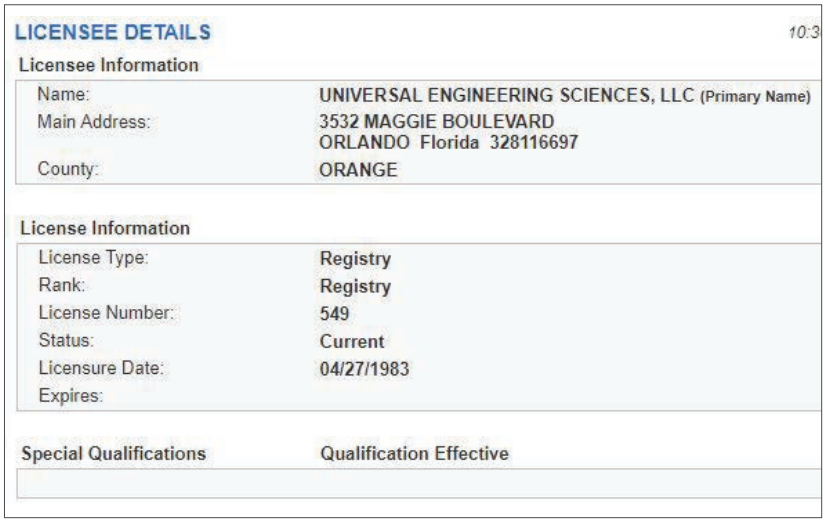
1,162 (Florida) 3,100 (Nationwide)

UES has 75 fully operational and fully-staffed branches spanning the U.S. with 18 located in Florida. These strategically located offices meet the needs of our clients by providing local expert knowledge and solutions unique to the region. The wide distribution of our resources also means that we are able to rapidly respond to the needs of our clients with an immediate allocation of equipment and manpower.

Our Orlando office is staffed with dedicated professionals who are familiar with the region's geographic conditions, state, county, and city regulations, and who have developed strong working relationships with our local Polk County specialized subconsultants: Leaders Engineering Services and Ambient Technologies, Inc.

Our team has decades of experience providing expert geotechnical services for clientele and complex projects of all sizes, both public and private. Our team's technical expertise, our specialized training, fleet of equipment, and wide scope of capabilities has assisted our clients in finding solutions to difficult and intricate challenges on a variety of projects.

E) Firm's License



LICENSEE DETAILS 10:3

Licensee Information

Name:	UNIVERSAL ENGINEERING SCIENCES, LLC (Primary Name)
Main Address:	3532 MAGGIE BOULEVARD ORLANDO Florida 328116697
County:	ORANGE

License Information

License Type:	Registry
Rank:	Registry
License Number:	549
Status:	Current
Licensure Date:	04/27/1983
Expires:	

Special Qualifications	Qualification Effective

Our mission is to provide the County with cost effective, efficient, and accurate geotechnical and construction material testing services. Integrity is the keystone of our business relationship with all of our clients.

When you work with UES, you'll be interacting with industry professionals who pride themselves on the highest level of integrity, dependability, ethics, and quality of work who are also exceptionally innovative, dynamic, and responsive. We want our clients to think of UES as an extension of their organizations and their trusted advisors.

Our Principals have thoroughly reviewed and understood this RFP, its related documents, and the anticipated scope of work. Our team is ready to serve as an extension of your staff, and we will represent the County in the best possible way. UES' reputation, facilities, and culture attract some of the industry's most experienced and knowledgeable professionals.

Many of our staff have been with the company for 10 years or more. Our leaders Guy Rabens, PE, Fred Schmalzer, PE, SI, and R. Kenneth Derick, MS, CBO, PE, have over 100 years of industry knowledge combined. An unmistakable passion for excellence is ever-present, as is a camaraderie and eagerness to teach, learn, and contribute to our clients' success.

On behalf of our entire team, we would like to thank you for this opportunity, your time, and consideration. We look forward to serving Polk County and providing reliable geotechnical solutions throughout this contract and beyond. If you need to contact us for any reason, please feel free to contact the undersigned.

Respectfully,

Universal Engineering Sciences, LLC

Guy Rabens, PE
Branch Manager
3532 Maggie Boulevard
Orlando, FL 32811
(407) 423-0504

D) incorporation by the Secretary of State.

State of Florida
Department of State

I certify from the records of this office that UNIVERSAL ENGINEERING SCIENCES, LLC is a limited liability company organized under the laws of the State of Florida, filed on January 6, 2020, effective April 29, 1966.

The document number of this limited liability company is L20000003595.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on March 23, 2023, 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 Seventeenth day of May, 2023

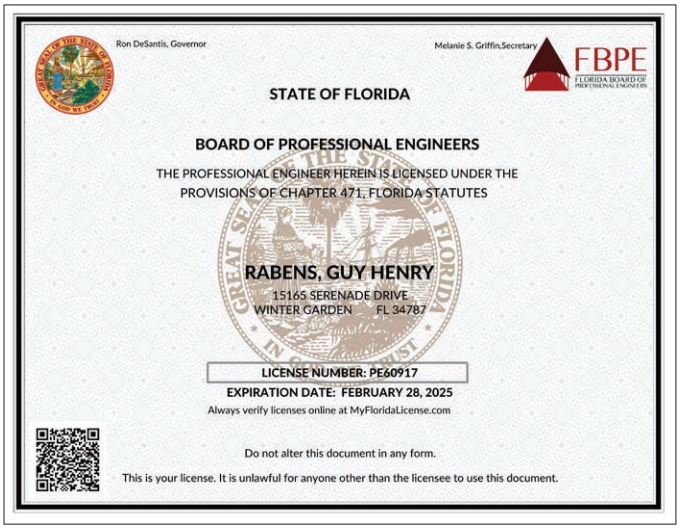
Secretary of State

Tracking Number: 9265699564CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

KEY PERSONNEL LICENSES



Ron DeSantis, Governor
Melanie S. Griffin,Secretary
FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

RABENS, GUY HENRY
15165 SERENADE DRIVE
WINTER GARDEN FL 34787

LICENSE NUMBER: PE60917
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify licenses online at MyFloridaLicense.com

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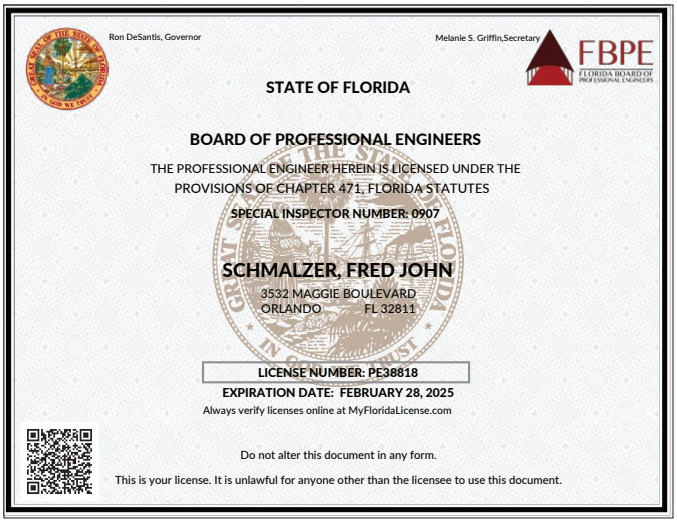

Ron DeSantis, Governor
Melanie S. Griffin,Secretary
FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES
SPECIAL INSPECTOR NUMBER: 0907

SCHMALZER, FRED JOHN
3532 MAGGIE BOULEVARD
ORLANDO FL 32811

LICENSE NUMBER: PE38818
EXPIRATION DATE: FEBRUARY 28, 2025
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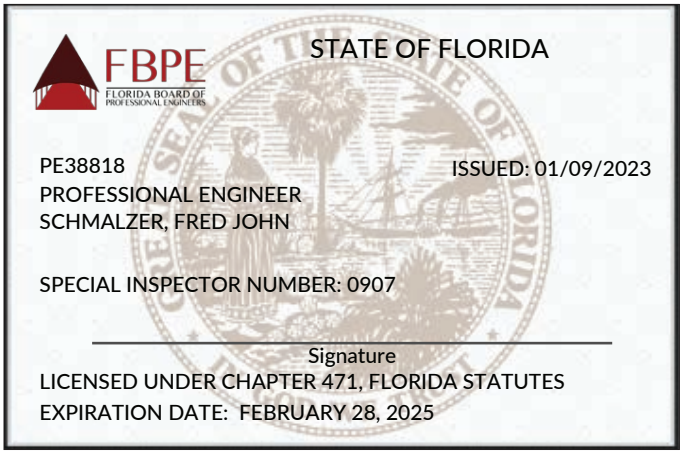


FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

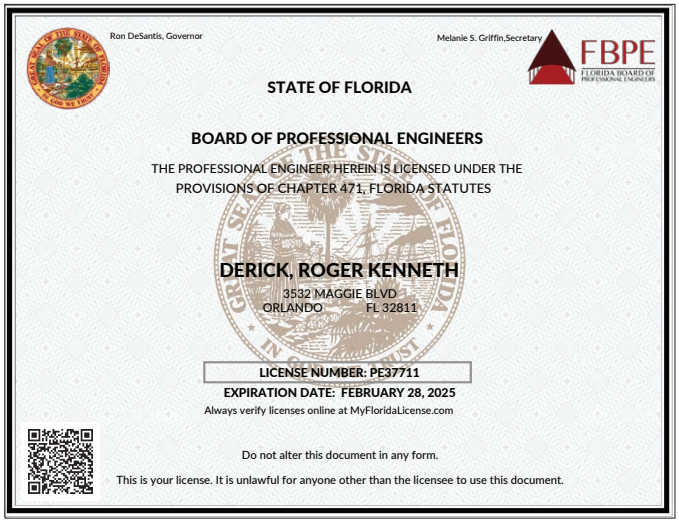
STATE OF FLORIDA

PE38818 ISSUED: 01/09/2023
PROFESSIONAL ENGINEER
SCHMALZER, FRED JOHN

SPECIAL INSPECTOR NUMBER: 0907

Signature

LICENSED UNDER CHAPTER 471, FLORIDA STATUTES
EXPIRATION DATE: FEBRUARY 28, 2025



Ron DeSantis, Governor
Melanie S. Griffin,Secretary
FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

DERICK, ROGER KENNETH
3532 MAGGIE BLVD
ORLANDO FL 32811

LICENSE NUMBER: PE37711
EXPIRATION DATE: FEBRUARY 28, 2025
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LICENSEE DETAILS 5:3

Licensee Information

Name:	KIRIAKIDIS, RICARDO CONSTANTINO (Primary Name)
Main Address:	6737 THORNHILL CIRCLE WINDERMERE Florida 34786
County:	ORANGE

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	70602
Status:	Current,Active
Licensure Date:	01/09/2010
Expires:	02/28/2025

Special Qualifications	Qualification Effective
Civil	02/03/2009
7th Edition, Florida Building Code	01/25/2021

LICENSEE DETAILS 9:14:58 AM 3/7/

Licensee Information

Name:	ADAMS, ZACHARY W. (Primary Name)
Main Address:	8825 DANFORTH DRIVE WINDERMERE Florida 34786
County:	ORANGE

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	82935
Status:	Current,Active
Licensure Date:	05/09/2017
Expires:	02/28/2025

Special Qualifications	Qualification Effective
Geotechnical	05/09/2017

LICENSEE DETAILS 9:10:10 AM 3/7/2023

Licensee Information

Name:	WILDEROTTER, ANDREW SCOTT (Primary Name)
Main Address:	1611 HULL CIRCLE ORLANDO Florida 32806
County:	ORANGE
License Mailing:	1611 HULL CIRCLE ORLANDO FL 32806
County:	ORANGE

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	65727
Status:	Current,Active
Licensure Date:	01/18/2007
Expires:	02/28/2025

Special Qualifications	Qualification Effective
Civil	08/22/2006

Ron DeSantis, Governor

Melanie S. Griffin,Secretary

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

MAURINO-LEON, YUDENIA

4401 LIPTON CT
ORLANDO FL 32817

LICENSE NUMBER: PE85357

EXPIRATION DATE: FEBRUARY 28, 2025

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AWS American Welding Society®

Certifies that Welding Inspector

Michael L. Billings

has complied with the requirements of AWS QC1, Standard for AWS Certification of Welding Inspectors

09060971
CERTIFICATE NUMBER

Jun/01/2024
EXPIRATION DATE

AWS PRESIDENT

AWS QUALIFICATION & CERTIFICATION COMMITTEE CHAIR

Certificate of Qualification

Billy L. Billings

Has completed the requirements for:

Earthwork Construction Inspection - Level 1

Expiration Date: February 5, 2015*

Florida Department of Transportation's
Construction Training Qualification Program

CTQP
www.ctqpflorida.com

Melissa Wildermuth
Melissa Wildermuth
CTQP Program Administrator

*Continued Qualification is subject to FDOT procedure 700-000-01.

Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: Universal Engineering Sciences

DBA/Fictitious Name (if applicable): N/A

TIN #: 59-1117804

Address: 3532 Maggie Boulevard

City: Orlando

State: Florida

Zip Code: 32811

County: Orange

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: Guy Rabens, PE

Phone Number: (407) 423-0504

Cell Phone Number: (407) 992-1032

Email Address: grabens@teamues.com

Type of Organization (select one type)

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Non-Profit
- ☐ Sub Chapter
- ☐ Joint Venture
- ☐ Corporation
- ☑ LLC
- ☐ LLP
- ☐ Publicly Traded
- ☐ Employee Owned

State of Incorporation: 1964

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Universal Engineering Sciences, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
4205 Vineland Road, Suite L1

Requester's name and address (optional)

6 City, state, and ZIP code
Orlando, FL 32811

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–		–				

or

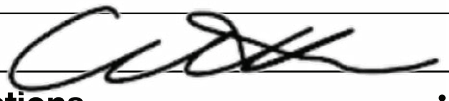
Employer identification number
5	9	–	1	1	1	7	8	0	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶  Date ▶ 01/03/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

May 10, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1
RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Correction to Contractual Matters reference on page 20 of the RFP document.

Michael Guerrero
Sr. Procurement Analyst
Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature:

Printed Name: Guy Rabens, PE

Title: Branch Manager

Company: Universal Engineering Sciences

May 18, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2
RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Proposals submitted and shortlisted along with the evaluation criteria for the last solicitation (RFP 18-305) added to the County's FTP Site.

To receive a copy of the Proposals submitted and shortlisted and evaluation criteria for RFP 18-305, please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation.* After you have logged in to the FTP site, double click on the file folder "**RFP 23-328 Professional Geotechnical Services and Construction Material Testing and Inspection.zip**", select "Open" or "Save As" to download the Proposals submitted and shortlisted and evaluation criteria for RFP 18-305. If you need assistance accessing this website due to ADA or any other reason, please email Michael Guerrero at michaelguerrero@polk-county.net.

Michael Guerrero
Sr. Procurement Analyst
Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature:_____

Printed Name: Guy Rabens, PE

Title: Branch Manager

Company: Universal Engineering Sciences

June 1, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #3
RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Question asked and answered.

The bid due date is extended to Wednesday June 14, 2023. All Proposals must be received prior to 2:00 p.m.

Michael Guerrero
Sr. Procurement Analyst
Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature:

Printed Name: Guy Rabens, PE

Title: Branch Manager

Company: Universal Engineering Sciences

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 23-328, PROFESSIONAL GEOTECHNICAL SERVICES and CONSTRUCTION MATERIAL TESTING and INSPECTION

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Universal Engineering Sciences

Signature: _____

Title: Branch Manager

Date: 6/1/2023

State of: Florida

County of: Orange

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 5 day of June, 2023, by Guy Rabens (*name*) as Branch Manager/VP (*title of officer*) of Universal Engineering Sciences (*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: Deborah A. Vaughn

Notary Commission Number and Expiration: 7-10-25

(AFFIX NOTARY SEAL)

DEBORAH A. VAUGHN
Commission # HH 111438
Expires July 10, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

TAB 2

APPROACH TO THE PROJECT

PROJECT APPROACH

UES has been a leader in providing Geotechnical, Construction Materials Testing Services in Central Florida for many years.

Our Team will utilize our best engineering judgment, practices, and principles and provide timely, quality services in performing the specified project scope. UES's team members have worked on similar contracts providing geotechnical and construction materials testing/inspection services to the municipality and government agencies.

We understand that the potential projects under this municipal contract will primarily be categorized under Geotechnical Testing and Material Testing Inspection Services and will vary in size, complexity, budget, and duration. We further understand that this contract will consist of a variety of projects on an as-needed task authorization basis which may include geotechnical investigations and analysis, evaluation assessments and remediation recommendations, design, construction materials testing for soils, concrete and asphaltic materials, laboratory testing in accordance with ASTM and AASHTO standards, field testing and inspection for structural steel and concrete structures as well as threshold inspection services on various projects type throughout Polk County. We also understand that there is no guarantee as to the type or quantity of services to be provided under this contract and that the term of engagement will be, at most, five years.

Clients who choose to use UES for their construction services benefit from:

- Certified, Qualified, and Trained Technicians
- Reliable and Accurate Test Results
- Accredited and Full-Service Laboratories
- Timely and Quick Responsiveness

Our personnel are ready to meet the County's needs in all project situations and we are available 24 hours a day, 7 days a week.

APPROACH TO MANAGEMENT

Our Management Plan considers urgent or emergency services that may be needed occasionally.

The management group identified in our organizational chart on page 26 will be responsible for each project through all its stages: proposal preparation, field and laboratory testing, reporting, invoicing, and job completion. Highly responsive service and short testing turnaround times are a priority to keep projects on schedule and avoid contractor claims.

The ability to resolve construction materials testing issues quickly in the field is essential; we have the experienced personnel to make that happen. In addition, our team has a sizeable local laboratory which will ensure that laboratory test data is reported promptly, thereby avoiding costly contractor delays.

The first step is starting from reviewing the project plans and specifications to establish a testing program and a budget based on our understanding of the County's needs, goals, and contractual requirements. Next, our Project Manager, Fred Schmalzer, PE, SI, will work with our team to create a scope and fee proposal to be reviewed and approved by the appropriate Polk County Project Manager. The UES project team will attend all pre-construction meetings to discuss our scope of service with on-site representative before the beginning of the project to establish a work schedule which could require either full-time testing and inspection, part-time testing and inspection, or a combination of both.

We will strive to maintain technician continuity on each project by assigning the same personnel to the project for its duration, to the extent possible. Our technicians are cross-trained and equipped to perform all the necessary testing required for municipal projects. We establish and maintain a "Project Audit Sheet" which is a compilation of every proposed test on the project that helps us track all the tests, and to ensure that no tests are overlooked, and that all pass prior to project acceptance by the County personnel.

Our administrative staff pays close attention to our proposed budget to ensure the budget is maintained. We understand that keeping your staff informed and aware of any situation is crucial for the project's success at every stage.

UES is always willing to comply with last-minute changes in scope and project requirements in general. Therefore, the project APMs send email notifications to our internal team and your project management team when a project's budget reaches 80 percent expended. This is also reflected on each invoice at the bottom. At this point, an audit is usually conducted to determine how much work remains, if the budget has enough capacity, or if a change order may be required.

We also have a document control/record keeping system which allows expedited report preparation and retrieval of archived reports, drawings, and critical

documentation related to the project. There is an integral Quality Assurance/Quality Control (QA/QC) system in place which helps us maintain the best level of quality, starts with dispatch and field personnel, and finishes with the final review and signature of the project engineer, Fred Schmalzer, PE, SI.

METHOD OF APPROACH BY TASK

GEOTECHNICAL ASSESSMENTS

UES offers various geotechnical engineering services to help architects, engineers, and developers meet local, state, national, and international environmental regulations. Our professional engineers use the soil and groundwater test results to analyze existing site conditions and provide our clients with safe, cost-effective construction solutions.

Our dedication to value engineering techniques, state-of-art site exploration, and extensive exploration database consistently prove invaluable in pre-design and pre-construction planning. The surface exploration program evaluates potential site development and long-term performance problems to address remediation alternatives for use by the design team effectively.

Post-construction settlements investigations to determine the cause(s) of settlement and provide remedial recommendations, including sinkhole evaluation and consolidation of organic or soft clay deposits, are services that frequently our geotechnical team provides.

Developing new sites requires several studies to ensure the site is compatible with the intended use. These studies include characterizing soils and groundwater conditions, evaluating the potential for sinkhole activity on the site, the location of muck that could adversely affect the performance, and construction costs of structure and pavement areas.

A list of our capabilities in this area:

- Site Feasibility and Due Diligence Studies
- Soil Mapping and Classification
- Sinkhole Evaluation
- Landfill Site Selection and Assessment
- Muck Probes and Mapping
- Subsurface Investigations
- Standard Penetration Testing (SPT)
- Cone Penetrometer Soundings
- Shallow and Deep Foundation Recommendations and Design
- Settlement and Stability Analysis
- Subsurface Improvement Recommendations
- Retaining Wall Design
- Seepage Analysis
- Sinkhole Remediation Design
- Value Engineering Analysis
- Soils Laboratory Testing to include special soils testing

SITE WORK AND SOIL TESTING

Mr. Richard Fisk, a CSD staff manager with over 30 years of experience, leads a group of field technicians providing oversight and problem resolutions on our site work projects.

In addition, UES employs 2 staff field trainer/supervisors team members that spend over 90% of their time supporting our engineering technician team out in the field. Our Team can perform all earthwork testing required, including embankment and backfill, analyze the suitability of the soils for construction, and determine the need for moisture adjustment. UES also provides asphalt concrete inspection and testing, which include field quality control to determine and monitor temperature, lift thickness, and compaction using core samples, as well as verification of aggregate gradation, asphalt content, bulk specific gravity, stability, and flow.

We also provide monitoring, inspecting, and reporting de-grubbing, proof-rolling, and structural fill operations to comply with standard test frequencies and project specifications, soil in-place density testing for structural elements subgrades, including slab on grades, column, and wall footings.

UES performs density audit sheets on all our projects to keep track of testing and ensure all structural elements are adequately tested per project specifications. Our audit sheets allow deficiencies to be identified, including retests for failing in-place tests, and corrected after the contractor completes rework.

CONCRETE

Following the project specification and contract documents, we will conduct concrete testing and monitoring placements. Our inspection services include sampling concrete for air content, slump, temperature, and unit weight, casting cylinders for compressive strength tests, and observing concrete placement. To protect the quality of concrete, our concrete technicians utilize transportation racks to avoid cylinder damage during transport.

Also, we have an extensive work order system that automatically schedules concrete cylinders for pick up within specified time frames for both 28-day acceptance tests and early test specimens. We will report our findings in real-time to the field construction management personnel, and a signed and sealed report will follow to the County Officials. All concrete technicians have a minimum of an ACI Level I certificate and two years of experience. They have also completed an intensive internal concrete training program.

IN-HOUSE LABORATORY

UES full-service laboratory has been certified by the CMEC agency and it is staffed with 13 full-time ACI and CTQP certified technicians, capable to perform more than 100 different tests in the following areas:

- Aggregate
- Asphalt and bituminous materials
- Corrosion testing of soils and water
- Concrete and cement
- Earthwork soils material
- Masonry units
- Non-destructive testing

We not only provide redundancy on the laboratory equipment with more than one oven, compressive machines, and multiples soils testing stations; we also employ cross-trained, experienced laboratory technicians performing tests in accordance with local, state, and national test methods such as American Association of State Highway and Transportation Officials (AASHTO), American Society for Testing and Materials (ASTM), American National Standards Institute (ANSI), Florida Department of Transportation (FDOT), Portland Cement Association (PCA) and Underwriters Laboratories, Inc. (UL). We have a Corporate Quality Systems Group (in-house) responsible for keeping our equipment calibrated and checked for accuracy. Additionally, our laboratories are qualified and accredited through outside agencies such as:

- AASHTO Materials Reference Laboratory (AMRL)
- Cement/Concrete Reference Laboratory Accreditation (CCRL)
- Construction Materials Engineering Council (CMEC)
- Florida Department of Transportation (FDOT)
- US Army Corps of Engineers (USACE)

MASONRY

UES representative will conduct inspection for masonry walls and grout placement monitoring according with project specifications. We will mold grout prisms for every 50 cy or day of placement whichever be less; mortar cubes per ASTM C-780 per every 5000 sf of masonry wall and will perform testing in accordance to ASTM E447 for compressive strength prism assembled by masonry subcontractors. All UES technicians are cross trained and under the supervision of the special inspector.

STRUCTURAL STEEL

UES will provide an American Welding Society (AWS) Certified Welding Inspector (CWI) to perform continuous and periodic shop and field inspections of welded and bolted steel connections in accordance with the Structural Inspection Plan and project specifications. All inspections will be performed under strict compliance with applicable codes, such as AWS, AISC, ASTM and Underwriters Laboratories, and ASNT Level III (MT, PT, UT, and VT) and the direct supervision of our Licensed Special Inspector.

Our experienced team will perform inspections for field welding of high-strength bolting and erection, shop fabrication involving welding, fit-up, welding procedure qualification, welder qualification, and approval for shipment, vendor surveillance and quality audits and non-destructive welding inspection including ultrasonic, magnetic particle, and liquid penetrant.

ADDITIONAL SERVICES

As part of our growing and expanding program, UES brings a team of more than 3,100 professionals and nearly 75 national branches which allows us to now offer valuable advanced services, such as Virtual Design Consulting (VDC). Clients like Polk County with its vast network of utility lines and facilities can benefit from the capabilities offered by UES' VDC team, for services such as Subsurface Information Modeling, Total Asset Modeling (i.e., mapping existing utilities), 3D Laser Scanning, and Structural & Forensic Information (for void & sinkhole location, underground storage tanks, and environmental & geotechnical conditions).

UES is licensed to practice geology in the State of Florida, and we have substantial experience in hydrologic studies, contamination assessments, and the installation and maintenance of groundwater monitoring wells in any assessment environment. We understand that this Polk County continuing contract includes a provision for professional geologic and hydro-geologic services, including but not limited to monitoring plan design, piezometer/monitoring well installation, providing oversight of new monitoring well installation, and evaluating and recommending repairs to existing monitoring wells, on an as-needed basis in

conjunction with the County's needs. UES's in-house drilling well installation, monitoring, and abandonment services are enhanced by our partnership with Ambient Technologies, Inc. (ATI) to complement our in-house geophysical and hydrogeologic services. Highlighted below are just a few of these capabilities:

- GeoProbe (soil and groundwater sampling)
- Well abandonment
- Piezometer/monitoring well installation
- In-situ permeability testing (recharge and pumping testing)
- Double Ring Infiltrometer (DRI) tests
- Muck probes
- Hollow Stem Auger Boring

INNOVATIVE CONCEPTS TO ENHANCE VALUE, QUALITY, CONTROL COST AND SCHEDULES

RECORDS, REPORTS MONITORING, AND MANAGEMENT SYSTEMS SUCCESSFUL PROJECTS

UES' test reports and records are processed via our proprietary FDC (Field Data Collection system), which allows for immediate transmission of field data to the UES office for prompt engineering review, processing, and subsequent client submittal. The FDC system fully integrates our scheduled fieldwork, project/results database, reviewing, and reporting modules. FDC is a comprehensive technical document management system created to facilitate our technicians' printing of preliminary field reports whenever proof test results are needed on the job site. Projects of this nature and scope under Polk's continuing contract may require the implementation of early concrete tests and the rapid reporting of results; UES' FDC system allows our field and laboratory staff to communicate test results as soon as they become available. All documentation provided via the FDC system has been verified to comply with the reporting criteria of all appropriate test methods and standards, such as ASTM, AASHTO, FDOT, and other applicable regulatory agencies (Ex: forms ASTM C-39, AASHTO T-180, and FM- 5-515).

DEVELOPMENT AND MAINTENANCE OF PROJECT SCHEDULES

Projects frequently require a great level of coordination between site construction personnel, testing/inspection agency, and subconsultants for which UES relies also on our state-of-the-art and proprietary scheduling system (FDC or Field Data Collection).

UES's Field Data Collection system is managed on the scheduling side by three full-time dispatchers tasked to receive incoming requests, create a log of the required tasks, match the tasks to appropriate technicians, assign the tasks for the time/date requested, and create changes to the tasks and assignments as needed. **Possessing a large multi-talented and appropriately certified engineering technician team affords UES the unique advantage of assigning a "Lead Technician" to projects that require intense dedication –such as public work facility projects.** Our "Lead Technicians" are trained to become well-informed of their project requirements and thus serve as "on-field" point of contacts between the construction site personnel and our scheduling team. **This approach has proven crucial for those unforeseen tasks requiring immediate attention.**

QUALITY CONTROL (QC) AND QUALITY ASSURANCE (QA)

Our service is only as good as our QA and QC. Our staff continually seeks both excellence and improvement in our procedures so we can provide quality geotechnical and materials testing services. QA of our geotechnical engineering reports is accomplished through two levels of peer review. The first level is performed by an engineering colleague and the second level is performed by a senior engineer. This aids in maintaining quality and ensuring that all feasible options are presented for your selection (value engineering) on each project.

Our drill crews have the required licensing needed to complete their assignment [OSHA, Water Well Contractor] which is also monitored by our drilling supervisor. For materials testing services, we use FDOT-approved quality control plans to guide our internal procedures, equipment calibrations, and personnel training. Our field technicians are trained by supervisors experienced with Polk County projects. We require all personnel to be Construction Training Qualification Program (CTQP) qualified before performing work on municipality projects as required in many scopes of services. Field supervisors will visit the project sites periodically to verify the performance of our Team's senior and field technicians assigned to the projects.

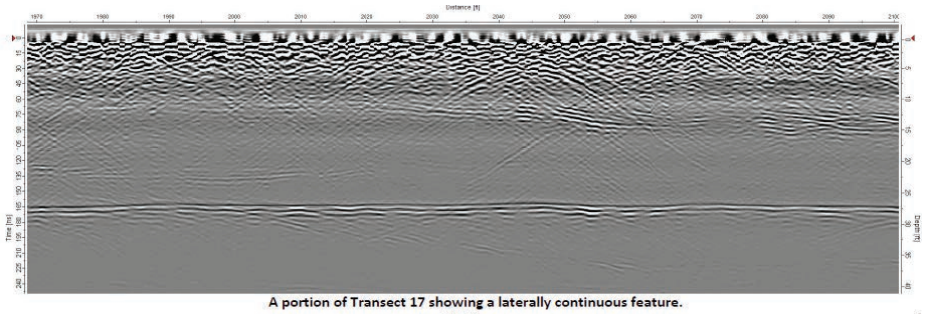
TAB 3

EXPERIENCE, EXPERTISE, PERSONNEL AND TECHNICAL RESOURCES

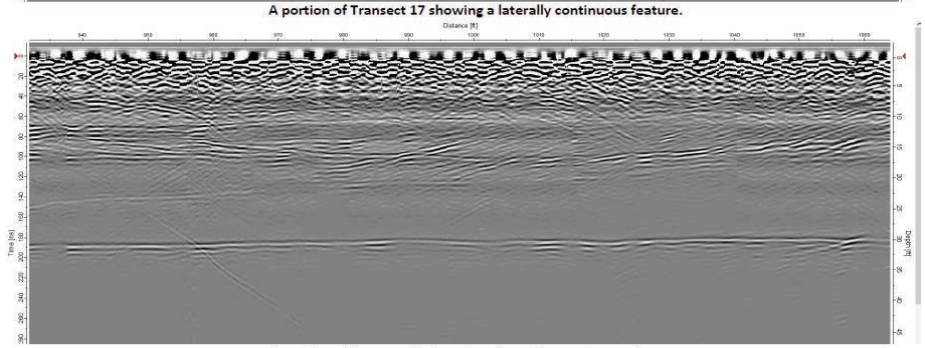
PROJECT EXPERIENCE

A. Hilltop Subdivision Geo & Karst

Dundee, Polk County, FL



A portion of Transect 17 showing a laterally continuous feature.



A portion of Transect 18 showing a laterally continuous feature.

E. PROJECT DESCRIPTION (NATURE OF UES'S RESPONSIBILITY)

Richmond American Homes was considering the development of a new residential subdivision in Dundee, Polk County, Florida. The site was to be developed with seventy-four residential lots, two stormwater ponds, and associated paved roadways. UES was tasked with performing a geotechnical exploration program to evaluate the site's shallow soil and groundwater conditions. In addition, we were requested to provide a professional opinion on the potential for future sinkhole formation on site. UES completed our geotechnical investigations at the Hilltop Subdivision site in 2021.

During UES' drilling activities, the subject property was a vacant parcel with sparse vegetation. UES performed twenty-eight Standard Penetration Test (SPT) borings and secured samples of representative soils encountered in the soil borings for review, laboratory analysis, and classification by a Geotechnical Engineer. The scope of our services included field exploration with geotechnical engineering interpretation of results with respect to the project characteristics, soil and groundwater conditions at the boring locations, geotechnical recommendations for foundation design, pavement design, site preparation, stormwater pond design, and a limited Karst (sinkhole) exploration.

A UES professional geologist utilized in-house GPR equipment to investigate subsurface features that are commonly associated with sinkhole/karst activity and locate any areas of interest related to these features. Based on the results of the GPR survey, UES did not identify any subsurface features that indicated potential sinkhole conditions on the site.

B. Size / Cost of Project

Unspecified/$12,550 (Fees)

C. Project Representatives

Erin DeLany
Land Acquisition Specialist
Richmond American Homes of Florida
2822 Commerce Park Drive, Suite 100
Orlando, Florida 32819
407.450.7314 (p)
407.481.8410 (c)
erin.delany@mdch.com

D. Date of Completion

August 2021

F. Change orders

0

G. Time extensions

0

UES Personnel

Zachary Adams, PE
Ricardo C. Kiriakidis, PhD, PE
Zane Pierson, PG

A. Lake Hamilton WWTP, Geotechnical Exploration

Polk County, FL

E. PROJECT DESCRIPTION (NATURE OF UES'S RESPONSIBILITY)

This project involved preparing to construct a new water treatment facility for the Town of Lake Hamilton in Polk County, Florida. Citrus groves occupied the site at the time of the UES exploration. The site plan indicated improvements to consist of a 250,000 gpd influent storage tank, associated generator pads, chlorine contact basins, pump stations, and office buildings. A 20' wide stabilized unpaved drive was to be constructed around the facility's perimeter. In addition, two RIBs were proposed, each approximately 1.6 acres in plan dimension. UES had previously performed a preliminary geotechnical exploration at this site (UES Report No. 1918391, dated December 15, 2021). UES completed our geotechnical investigation, which included performing various Standard Penetration Test (SPT) borings and securing samples of representative soils encountered in the soil borings for review, laboratory analysis, and classification by a Geotechnical Engineer. Additionally, UES installed piezometers at the four deep boring locations for subsequent groundwater level readings

The final UES report included:

- Foundation design recommendations for the proposed effluent tank
- Site preparation recommendations, including berm construction and maximum RIB loading rate
- Recommendations for construction of the stabilized unpaved driveway
- Stormwater pond design parameters
- Groundwater monitoring plan for submittal to FDEP
- RIB groundwater mounding analysis

B. Size / Cost of Project

250,000 gpd/19.7 acres
/$33,560 (Fees)

C. Project Representatives

Tim Daily, PE
Project Manager
401 Third Street NW
Winter Haven, Florida 33880
215.254.7748 (p)
TDaily@Pennoni.com

D. Date of Completion

Phase 1 in Summer of 2023
Phase 2 TBD

F. Change orders

0

G. Time extensions

0

UES Personnel

Ricardo C. Kiriakidis, PhD, PE
Andy Wilderotter, PE

A. Connector Road (Hilton Driveway to Apopka-Vineland Road), Materials Testing

Orange County, FL

E. PROJECT DESCRIPTION (NATURE OF UES'S RESPONSIBILITY)

From 2019 to April 2021, Orange County Highway Construction Division constructed the Hilton Driveway to Apopka-Vineland Connector Road. This project comprised approximately 6,886 feet of roadway and underground utilities to facilitate the stormwater system. The roadway was constructed utilizing a flexible pavement design comprised of a stabilized subgrade, a 12-inch-thick soil cement base, and an asphaltic concrete wearing surface. **Since this project was conducted under UES' Orange County Highway Construction continuing contract #Y17-904-A, which had a 24% MWBE utilization commitment, UES' certified minority firm subcontractors provided services on the asphalt field and plant testing program of this project to honor that commitment.**

UES provided the services listed below:

- Conducted compaction tests for utility line backfill, pavement subgrade, and pavement base
- Conducted asphalt cores, laboratory testing, and rolling straightedge on the asphalt roadway
- Conducted sampling and laboratory testing of plastic concrete, soil cement, and limerock
- Participated in on- and off-site meetings as needed
- Provided drilled shaft inspection
- Provided a second layer of site activities oversight and quality control
- Provided engineering oversight, review, and technical services
- Completed contractual services under budget

B. Size / Cost of Project

6,886lf /$13,386,883.00

C. Project Representatives

Chris Hedum
Chief Engineering Inspector
4200 S. John Young Parkway
Orlando, Florida 32839
407.836.7930 (p)
407.836.7714 (f)
321.354.7421 (c)
Chris.Hedum@ocfl.ne

D. Date of Completion

April 2021

F. Change orders

0

G. Time extensions

0

UES Personnel

Ricardo Kiriakidis, PhD, PE
Fred J. Schmalzer, PE, SI
R. Kenneth Derick, MS, PE
Yudenia Maurino, PE
Rafael Castro, PM
Joshua Adams
Darwing Lopez
Billy Billings, Jr.

A. Lake Conine Nature Park, Geotechnical Engineering, Winter Haven

Polk County, FL

E. PROJECT DESCRIPTION (NATURE OF UES'S RESPONSIBILITY)

Construction on Phase 1 of the Lake Conine Wetland Restoration Project started in the Spring of 2020 as an improvement project on a 34-acre property transforming it into a restored wetland site. Phase 1 included creating a series of wetland chambers that enhance water quality to rainwater flowing in areas around Lake Conine, and was completed in Spring 2021. Phase 2 included the addition of recreational amenities, including a paved trail system, playground, fishing pier, kayak launch, picnic facilities, restroom, parking area, and site amenities. UES completed a program of geotechnical investigation and engineering services which included performing various Standard Penetration Test (SPT) borings and securing samples of representative soils encountered in the soil borings for review, laboratory analysis, and classification by the UES geotechnical engineer. Additionally, UES provided surcharge monitoring, including installing four settlement plates and eight elevation survey readings for approximately six months.

The final UES report included:

- Existing groundwater levels and estimated seasonal high levels at the boring locations;
- Potential constraints to development from anticipated soil (organics) and groundwater;
- Foundation design recommendations for restroom structure, bridges, and boardwalk;
- Pavement design recommendations for parking lot;
- Stormwater pond recommendations;
- Pavement recommendations/suitability of existing berms to support paved multi-use trail; and
- Recommendations for site preparation, excavation, and dewatering considerations.

B. Size / Cost of Project

34 acres/$9.7M Total/
$23,975 (Fees)

C. Project Representatives

Kriss Kaye, PE
Civil Engineer
137th 5th Street NW
Winter Haven, Florida 33881
863.294.6965 (p)
863.698.3327 (c)
Kriss@carterkaye.com

D. Date of Completion

June 2023

F. Change orders

0

G. Time extensions

0

UES Personnel

Ricardo C. Kiriakidis, PhD, PE
Andy Wilderotter, PE

A. McLeod Road Transfer Station (MRTS) Re-Design, Materials Testing

Orange County, FL

E. PROJECT DESCRIPTION (NATURE OF UES'S RESPONSIBILITY)

The McLeod Road Transfer Station (MRTS) site is in an industrial park on L.B. McLeod Road. In August 2019, the Orange County (FL) Utilities Solid Waste Division began building a new modern transfer station on L.B. McLeod Road in Orlando. Construction of the $27 million facility was completed in January 2021. The Orange County Utilities Solid Waste Division contract involved the plan, design, and permit of demolishing the old transfer station and constructing a replacement facility with a design life of 40 years. The 6.8± acre property is surrounded by the City of Orlando's wastewater treatment plant facility and a Waste Management, Inc. transfer station. The old transfer station building was a conversion of the City of Orlando's old solid waste incinerator facility built in the 1960s. After nearly 60 years of use, the old building needed replacement with a new modern transfer station facility. The new transfer station was designed on the same site with a modern 62,000-square-foot receiving and transfer building that can process 2,000 tons of solid waste daily. It also includes an 8,000-square-foot service building for administration offices, employee quarters, a vehicle maintenance shop, and a scale house with truck scales. The replacement facility includes many engineering innovations and technology, including inspection platform MSE walls. The buildings have a shallow spread foundation system with slab-on-grade masonry walls and metal framing. Paved areas were constructed utilizing rigid and flexible pavement designs comprised of a stabilized subgrade, limerock base concrete, and asphaltic concrete wearing surfaces; other work included the installation of underground utilities to facilitate the water, sanitary sewer, and stormwater systems. **This project exemplifies UES's extensive experience interacting and coordinating with government agencies, including the City of Orlando, Orange County Utilities, and Orange County Facilities.**

UES provided the following construction materials testing scope of services:

- Conducted compaction tests for the building pad, foundations, utility line backfill, pavement subgrade, pavement base and asphalt
- Masonry testing
- Sampling and testing asphaltic concrete
- Sampling and testing plastic concrete
- Conducting structural steel inspection

B. Size / Cost of Project

6.8± acres/$27M

C. Project Representatives

Richard Cotter
Project Manager/J. Kokolakis Contracting
202 E. Center St.
Tarpon Springs, FL 34689
904.377.4644 (p)
cotterrichardm@gmail.com

D. Date of Completion

January 2021

F. Change orders

0

G. Time extensions

0

UES Personnel

Rafael Castro, PM
Darwing Lopez
Fred J. Schmalzer, PE, SI
Yudenia Maurino, PE
Manuel Irizarry, PE
Steve Metcalf, CWI
Billy Billings, Jr.

A. Site 113-H-W-4 (fka Horizon West Relief High School), Geotechnical Engineering and Materials Testing

Orange County, FL

E. PROJECT DESCRIPTION (NATURE OF UES'S RESPONSIBILITY)

GEO) Design Level Geotechnical Exploration, Site 113-H-W-4 (f.k.a. Horizon West Relief High School) located in Orange County, Florida. The project included due diligence engineering in the design process before constructing a new high school on two parcels totaling approximately 63 acres in size, east of State Road 429 between Seidel Road and Hartzog Road in Orange County, Florida. UES's GEO services concluded in July 2020 with a geotechnical exploration of the mast arms and roadway extension portion of the site, which included geotechnical recommendations for design parameters for the mast arms foundation, pavement recommendations, and site preparation.

CSD) The project included constructing ten (10) 1-3 story buildings with a student capacity of up to 3,000. The buildings were supported on a shallow spread foundation system with slab-on-grade, composite metal decking, masonry and tilt panel walls, and metal framing. Paved areas were constructed utilizing rigid/flexible pavement designs comprised of a stabilized subgrade, limerock base, and concrete/asphaltic concrete wearing surfaces. Other work included the installation of underground utilities to facilitate the water, sanitary sewer, and stormwater systems. UES was responsible for construction materials quality assurance by conducting compaction tests for the building pad, foundations, utility line backfill, pavement subgrade, base, and asphalt; sampling and testing plastic concrete; floor flatness testing; structural steel inspection; fireproofing testing and inspection; and sampling and testing asphaltic concrete. UES's Metals and NDT Supervisor conducted a visual inspection of welds, bolt torque, and inspection of high-strength bolted connections, verification of welding electrode type used, and visual inspection of metal roof deck welds and fasteners.

B. Size / Cost of Project

63 acres/$88M (Total)/
$216,538 (UES Fees)

C. Project Representatives

Cass Hurst
Project Manager/Wharton-Smith Contracting
750 Monroe Road
Sanford, FL Sanford
561.248.1632 (m)
churst@whartonsmith.com

D. Date of Completion

November 2021

F. Change orders

0

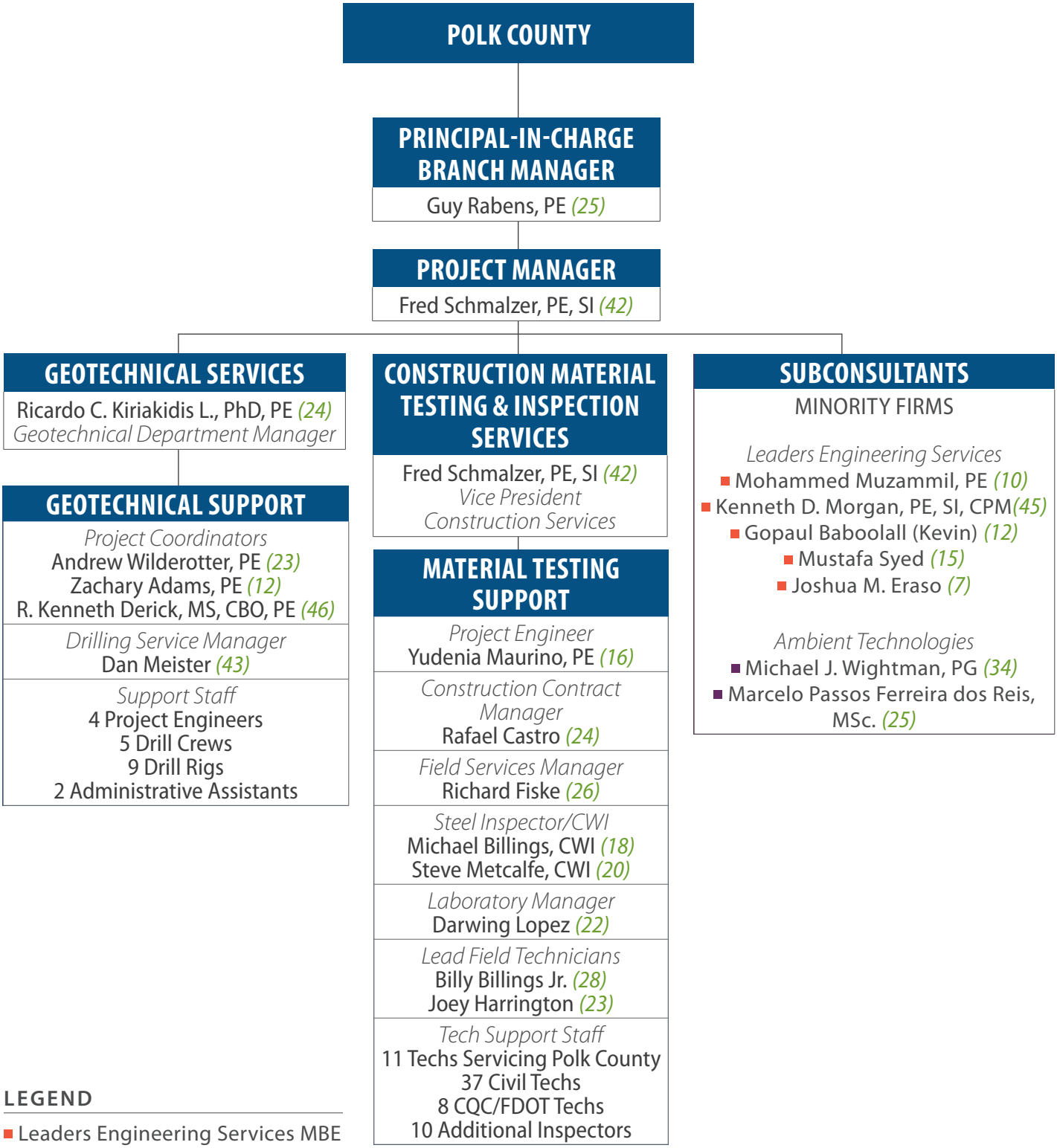
G. Time extensions

0

UES Personnel

Ricardo C. Kiriakidis, PhD, PE
R. Kenneth Derick, MS, PE
Justin Bernabas, EI
Rafael Castro, PM
Darwing Lopez
Fred J. Schmalzer, PE, SI
Yudenia Maurino, PE
Manuel Irizarry, PE
Michael Billings, CWI
Billy Billings, Jr.

ORGANIZATIONAL CHART



LEGEND

- Leaders Engineering Services MBE
- Ambient Technologies MBE

(yr) Years of Experience are indicated beside key personnel

Guy Rabens, MS, PE

Branch Manager/Chief Geotechnical Engineer

Education

MS, Civil Engineering, University of South Florida

BS, Civil Engineering, University of South Florida

Years of Experience

24

Licenses & Certifications

- Professional Engineer, FL #60917
- Professional Engineer, GA #032162
- Professional Engineer, AL #28954
- Professional Engineer, MS #20290
- Professional Engineer, SC #25837
- Professional Engineer, NC
- Professional Engineer, VA #0402048059
- Professional Engineer, MD #55041
- Professional Engineer, Washington DC
- ASTM Environmental Site Assessments for Commercial Real Estate
- Crestcom International, Ltd., Bullet Proof Manager Courses I, II, and III
- Nuclear Density Gauge Certified

Guy has two decades of experience in geotechnical engineering and construction materials testing. He is well-versed in conventional geotechnical exploration projects, including interpreting field and laboratory results, preparing geotechnical design recommendations and reports, and coordinating field, laboratory, and office personnel. Guy has been involved in hundreds of private and public sector projects, including multi-family apartment complexes, residential subdivisions, Planned Urban Developments (PUD), multi-million dollar private residences, warehouse, and commercial facilities, corporate and industrial parks, resort facilities, high-rise structures, restaurants, commercial retail outlets, schools, pavement systems design and evaluation, hydrogeology/groundwater modeling, stormwater management system recovery analysis, slope stability analysis, sinkhole explorations, expansive soil evaluations, residential/ commercial septic system design and permitting services, and expert witness testimony.

Guy is also experienced in the construction materials discipline, including field inspections for soil, base material, asphalt, reinforced concrete, and reinforcing steel. He is capable of construction materials laboratory testing for soil and concrete. Additionally, he is involved in environmental property assessments for the purpose of acquisitions or refinancing in which specific sites are accessed for potentially hazardous or toxic wastes and petroleum product exposures. Assessments include a review of historical ownership, examination of historical land use activities, examination of historical aerial photography, field review of the site and nearby properties, regulatory file review, and a summary report to recommend the appropriate action.

PROJECT EXPERIENCE

City of Orlando Proposed Pipe Installation and Lift Stations 8, 30, 47 & 77, Geotechnical Exploration

Orange County, FL

This project consisted of the construction of five new lift stations and about 800 linear feet of new pipe line along Silver Star Road in Orlando, Florida.

UES was retained by the City of Orlando (under a continuing services contract) to perform these consulting services. Guy was the Geotechnical Engineer of Record (EOR) for this project responsible for overseeing all geotechnical explorations and recommendations. Specific services provided by UES included exploration and evaluation of the subsurface conditions at the site; providing existing and estimated seasonal high groundwater levels at the boring locations; and providing geotechnical engineering recommendations for site preparation procedures for the proposed sewer line and lift station installations.

City of Ocoee Public Works Complex Stormwater Improvements

Ocoee, Florida, Orange County, FL

Guy completed geotechnical engineering services on this project involving the design of stormwater improvements to the City of Ocoee Public Works Complex. UES performed soil borings and Standard Penetration Tests (SPT). The limited geotechnical exploration involved evaluation of wet stormwater detention ponds and included geotechnical opinions for the estimated seasonal high groundwater table at the test boring locations, as well as hydrogeologic design parameters for the design and permitting of the ponds.

R. Kenneth Derick, MS, CBO, PE

Senior Engineer

Ken holds an advanced degree in civil engineering and has more than 48 years of experience performing and managing complex engineering work for geotechnical, building construction, and environmental projects in the eastern, southeastern, and Gulf South regions of the United States. He has performed structural, general civil, geotechnical, environmental, and building construction inspection and testing services for thousands of projects. As the Engineer of Record (EOR) for the UES, Ken provides engineering peer review, project administration, and environmental engineering services on a daily basis for technically challenging projects. As Senior Vice President and Central Florida Regional Manager, he is responsible for the performance, staffi ng, and administration of all engineering, environmental, and construction personnel in the six county region.

Education

MS, Civil Engineering, Georgia Institute of Technology

BS, Civil Engineering, Georgia Institute of Technology

Years of Experience

48

Licenses

- Professional Engineer, FL, AL, MS, LA, GA, SC, TX, TN, and Puerto Rico
- Building Code Administrator, FL - BU2121
- Plans Examiner, FL - PX4637
- Standard Inspector, FL - BN8183

Certifications

- Certified Structural Masonry Inspector
- Management Seminars, AGC
- Nuclear Density Gauge Operation & Safety

PROJECT EXPERIENCE

SR 46/SR 42 Road Repair

Volusia/Polk County Line, Florida

A new lane addition for FDOT was settling and creating rutting. Mr. Derick was the Engineer of Record (EOR) for FDOT in solving the root cause of new overlay rutting. The problem was determined to be poor compaction and lift thickness control at the interface of old and new pavement.

Commercial Shopping Center, Florida Avenue & Brannen Road

Lakeland, Polk County, Florida

This project involved a strip shopping center in Lakeland, Florida. The site soils consisted of reclaimed land which possessed highly compressible clay soils to a depth of eight to 15-feet below grade. Mr. Derick provided recommendations for the development including deep foundations, surcharging in combination with post-tensioned slab foundation or "waffle" slab, and soil-mixing with cement.

Alafia Lakes Development, Mulberry

Polk County, Florida

Mr. Derick was the Engineer of Record (EOR) and provided alternatives to develop 235 acres of reclaimed land on SR 37, just north of SR 60 in Mulberry, Florida. The formed phosphate mine site was explored with 20-foot deep borings, sufficient in depth to define the mining depth on the site. Areas where the mining left compressible soils were delineated and recommendations were provided to allow the construction of the small residential homes.

Imperial Lakes Manufactured Home Project

Mulberry, Polk County, Florida

Mr. Derick was engaged in the assessment of the settlement potential of this site, which had been developed five years earlier. The soil was settling away from underneath some roadways under the weight of fill placed over the former phosphate mine. Mr. Derick provided estimates of the total settlement to be anticipated and the time it would take for the remaining settlement to occur. Recommendations for the repair of facilities and leveling of the homes were provided.

Rafael R. Castro

Contract Manager/Senior Project Manager

Rafael Castro has 24 years of experience in construction inspection, materials testing and project management. His experience includes supervising lab and fi eld technicians, writing technical reports, and administration of municipality contracts. Rafael is responsible for overseeing the Construction Materials Testing (CMT) lab, fi eld and lab testing for asphalt, aggregate, concrete and soils; thus, ensuring that quality assurance procedures for earthwork and aggregates are being followed according to the written procedures. In that regard, his duties comprise of serving as the secondary technical manager and deputy quality systems manager. Rafael's responsibilities also include coordination and reporting to municipality agencies the participation of W/MBEs in all applicable continuing services contracts.

Education

BS, Organizational Management, Palm Beach Atlantic University

Years of Experience

24

Certifications

- ACI Aggregate Base Technician
- ACI Concrete Strength Technician
- ACI Concrete Testing Technician – Level I
- FDOT (CTQP) Aggregate Base Testing Technician
- FDOT (CTQP) Concrete Lab Technician – Level I
- FDOT (CTQP) Limerock Bearing Ratio Technician
- FDOT (CTQP) Qualifi ed Sampler
- Radiation Safety O ffi cer (RSO)
- Troxler Radiation Safety and Use of Nuclear Gauges

PROJECT EXPERIENCE

Construction Materials Testing, Boggy Creek Road Widening Over Florida's Turnpike, PS #02-068-RJ

Osceola County, Florida

Mr. Castro was responsible for coordinating and overseeing all associated laboratory testing services on this project for the Osceola County Board of County Commissioners. The project involved constructing the Boggy Creek Road widening over Florida's Turnpike in Osceola County, Florida with approximately 3,000 linear feet of road and bridge widening. Additional work included installation of the underground utilities associated with this project. Laboratory testing services included sieve analysis, corrosive series, compressive strength of concrete, density and moisture content of soils, and asphaltic concrete pavement cores.

Construction Materials Testing, Holopaw Community Park

Osceola County, Florida

Mr. Castro was responsible for coordinating and overseeing all associated laboratory testing services for construction of the new Holopaw Community Park located in Osceola County, Florida. The new facility is approximately 4,133 SF and is supported on a shallow spread foundation system constructed of compacted structural fill. The slab on grade was four inches in depth with bearing walls constructed of concrete masonry. The parking and driveway areas were constructed utilizing a flexible pavement system consisting of a stabilized subgrade, limerock base, and an asphaltic wearing surface. Additional work included the installation of the underground utilities to facilitate the water, sanitary sewer, and stormwater systems.

Construction Materials Testing & Inspection, Celebration High School New Two-Story School Building, Celebration

Osceola County, Florida

Mr. Castro was responsible for coordinating and overseeing all associated laboratory testing services on the construction of a $5.3M, two-story, 14,250-SF building supported on a shallow spread foundation system with a four-inch thick slab on grade, masonry walls, tilt panel walls and metal framing. The project pavement areas were constructed utilizing a flexible pavement design comprised of a stabilized subgrade and soil cement base. Other portions of the project included a concrete sidewalk and installation of the underground utilities to facilitate the water, sanitary sewer, and storm water systems.

Fred J. Schmalzer, PE, SI

Vice President of Construction Services / Assistant Branch Manager / Construction Services Department Manager

Fred Schmalzer has 42 years of experience in construction materials engineering and testing throughout Northern and Central Florida. He has gained hands-on experience during his involvement on thousands of construction projects ranging from small facilities to some of Florida's largest construction projects. His project history includes airports, highways, subdivisions, roads, and threshold inspection of high-rise building construction. He is responsible for the approval of materials from borrow sources, identifi cation and disposal of unsuitable soils, compaction of soils, and design of soil cement mixes for pavement base course.

Education

BS, Civil Engineering, Michigan Technological University

Years of Experience

42

Licenses

- Professional Engineer, FL
- Special Inspector, FL

Certifications

- FDOT Asphalt Inspection Consultant Series
- FDOT Contract Administration Consultant Series
- FDOT Drilled Shaft Inspection
- FDOT Earthwork Construction Inspection - Level I
- FDOT Earthwork Inspection Consultant Series
- FDOT Pile Driving Inspection
- FDOT Prestressed Concrete Inspection
- FDOT Traffic Safety / Traffic Accidents Consultant Series

PROJECT EXPERIENCE

FDOT Construction Material Inspection and Inspection Contract

District 5

Mr. Schmalzer served as the Project Manager of this continuing contract and was responsible for the overall management of the contract. Work included contract negotiations, work assignment budget authorization, project staffing, and invoicing. Assignments included several laboratory projects requiring materials tests such as LBR, Modified and Standard Proctor, Atterberg limits, and curing and compression tests of six-inches by 12-inch test cylinders. Field work assignments included ACI - Level I concrete inspection, nuclear density inspection, asphalt plant quality control, asphalt roadway quality control, and special work assignments including the inspection of 17-92 concrete pavement joint repairs.

City of Haines City, Lake Eva Community Park Banquet Hall

Polk County, Florida

Mr. Schmalzer was the Special Inspector for this project involving additions and renovations to a 28-acre community park. The banquet hall construction had an18-week duration during which UES performed threshold inspections to verify that the building's main frame structural elements were constructed in substantial accordance with the permitted contract documents.

City of Ocoee, Construction Materials Testing, Pioneer Key II Infrastructure Rehabilitation Program

Ocoee, Florida

Mr. Schmalzer was the Engineer of Record (EOR) for this project which involved constructing the Pioneer Key II Infrastructure Rehabilitation Program. Work included the installation of the underground utilities, sanitary sewer, stormwater systems, French drains, and roadways constructed utilizing a flexible pavement system comprised of a stabilized subgrade, limerock base, and an asphaltic concrete wearing surface. UES provided testing on asphaltic concrete pavements, French drain inspection services, and compaction tests for utility line backfill, pavement subgrade and pavement base.

City of Orlando Public Works, Orlando-Vineland Road Improvements, Phase II,

Orlando, Florida

Mr. Schmalzer was the Engineer of Record (EOR) for this project. This project consisted of the rehabilitation and widening of the roadway, along with all of the associated underground utilities and access driveways. UES performed materials testing consisting of compaction tests for roadway area embankment, stabilized subgrade and base, utility line backfill, and testing of plastic concrete and asphaltic concrete.

Ricardo C. Kiriakidis L., MS, PhD, PE

Geotechnical Department Manager/Senior Geotechnical Engineer

Ricardo has two decades of experience encompassing all areas of geotechnical engineering, during which time he has had technical responsibility for more than 400 design projects, over 2,500 forensic exploration projects, and 500 subsurface remediation projects throughout Florida. He has been routinely engaged in such activities as selecting soil boring locations, evaluating soil types, interpreting Standard Penetration Tests (SPT), static Cone Penetrometer Tests (CPT), Dynamic Cone Penetrometer (DCP) and hand-auger data, and performing limited literature review of site conditions. He has also managed hundreds of geotechnical design projects, including residential subdivisions, commercial and retail developments, multi-story offi ce buildings, hotels, school buildings, religious buildings, parking garages, and stormwater management areas. As part of the design team, he has provided engineering recommendations for the design of pavements (fl exible and rigid), stormwater management areas (including recovery/drawdown analysis), foundation recommendations (shallow and deep foundations), retaining wall design (including stability analysis), dewatering permit applications, and responses to water management district's RAI, amongst others. In addition, his most recent experience has included forensic geotechnical analysis of subsidence damage and soil stabilization design recommendations such as compaction grouting, chemical grouting, helical piles, micro piles, and flowable fill.

Education

PHD, Civil Engineering, West Virginia University

MS, Civil Engineering, West Virginia University

BS, Civil Engineering, West Virginia University

Years of Experience

24

Licenses & Certifications

- Professional Engineer, FL
- State of Florida Neutral Evaluator

PROJECT EXPERIENCE

Voyager Avenue Bridge, Sunbridge Northeast District ("NED")

Osceola County, Florida

This project consisted of the Voyager Way bridge over the C-30 canal designed to be a Florida I-beam Bridge (FIB) with a span of about 114 feet with two travel lanes, shoulders, and a bike trail (total of approximately 48 feet in width) with an end bent on each side of the canal. UES was retained to explore the general subsurface conditions at the site (accomplished by utilizing our in-house drilling equipment and team) and to provide geotechnical engineering recommendations for the bridge and MSE wall foundations and related construction issues. Challenges associated with this project included directional drilling for utility installations below the canal and the adverse effects of construction vibrations on the nearby residential neighborhood. As the engineer/manager, Dr. Kiriakidis provided oversight and quality review of all work products, scheduling, and budgeting.

Lake Hamilton WWTF Phase I

Polk County, Florida

The proposed project involved the construction of a Wastewater Treatment Facility (WWTF) for the Town of Lake Hamilton in Polk County, Florida. The proposed facility included two RIBs and a new wastewater treatment plant. UES was retained to explore the general subsurface conditions at the site (SPT soil borings were performed with a UES-owned ATV-mounted drilling rig) to provide geotechnical exploration with groundwater conditions and mounding analysis. Challenges associated with this project included an area of concern within the vicinity of the site: an off-site depression that required additional analysis. As the engineer/manager, Dr. Kiriakidis provided oversight and quality review of all work products, scheduling, and budgeting.

Yudenia Maurino, PE

Senior Project Manager

Yudenia is a self-motivated and quality oriented Professional Engineer with over 16 years of experience in the construction materials testing and inspections for Commercial and Residential building structures to include Airports, Schools, Hotel and Resort Facilities, Parking Garages, High-rise and Multifamily construction. She has gained hands-on experience on site supervision, evaluation of quality control, materials testing and inspections including reinforced concrete, pre-stressing and post-tension operations, tilt-up panels, wood framing, fi eld inspections for soils, concrete placements, structural steel, roadway and deep foundations.

In charge of reviewing and approving CSD reports for accuracy and correctness in a number of Central Florida projects; she provide our clients with engineering and management support to keep project on schedule and budget.

Education

BS, Civil Engineering, University of Camaguey, Cuba

Years of Experience

16

Licenses

- Registered Professional Engineer, FL, #85357

Certifications

- Earthwork Construction Lv. 1 & 2
- Certify Structural Masonry Inspector
- PTI - Field Fundamentals Unbonded Post Tensioning, Lv. 1
- PTI - Unbonded Post Tensioning Inspector Lv. 2
- DOT Precast Concrete Quality Control Personnel Certifi cation Lv. 2
- OSHA 10-Hours Construction Safety

PROJECT EXPERIENCE

Hermit Smith Warehouse/Distribution

Apopka, Florida

This project consisted of constructing a warehouse building totaling 290,000 sf in footprint area. UES provided material testing services and third party inspections for main structural elements such us foundations, slab on grade and tilt up panel walls. Yudenia served as project engineer and project manager. Her responsibilities included the installation of the underground utilities to facilitate the water, sanitary sewer and storm water systems, laboratory and fi eld-testing services for plastic concrete, soils and asphaltic material. Yudenia was also responsible for coordinating and overseeing fl oor fl atness/levelness testing and structural steel inspection for the building structure while she maintained budget and reporting progress though the life of the project.

Gaylord Palm Hotel Expansion and Parking Garage

Kissimmee, Florida

Yudenia served as the Project Manager for construction material testing and inspection services to the project consisting of one new four level parking garage which added total approximately of 76,866 sf in footprint area, expansion of the guess tower and meeting room with the associated sitework. Her duties included coordination of fi eld testing and inspections, communication with clients and contractors, reviewing fi led daily reports, and managing budget and invoice process.

GOAA South Airport Terminal and Parking Garages

Orlando, Florida

This project included a multi-level Airport Terminal Facility (Land and Air Side terminal), an additional cast in place post tension parking garage structure, a Central Energy Plant and a Ground Transportation Facility. Served as part of threshold inspection team on this particular one-life time project.

Meadow Woods and Ventura Elementary Schools

Orlando, Florida

The project consisted on the renovation/ construction of a multi-story prototype elementary school building of approximately 95,000 gsf. Yudenia served as the Project Manager for construction material testing and inspection services. Her responsibilities included coordination of fi eld-testing and inspections, communication with clients and contractors, reviewing of fi eld daily reports, and managing budget and invoice process.

Richard A. Fiske

Senior Project Manager

Richard has over 26 years of experience in roadwork quality control services including performing construction inspection for asphalt and concrete paving, bridges, earthwork, embankment, bridge, and drainage structures. His experience also includes 22 years of land and roadway surveying and extensive experience in performing inspection and testing of earthwork, masonry, concrete, and asphalt paving materials. He has performed these services on numerous FDOT projects in Central Florida, as well as providing construction quality control services. Richard is now a Project Manager assisting the Construction Services Department with troubleshooting, managing budgets, staffing, quality control, and customer satisfaction.

Years of Experience

Total 26 / UES 19

Certifications

- ACI Concrete Field Testing - Level I
- CTQP Asphalt Paving - Levels I & II
- CTQP Asphalt Plant - Levels I & II
- CTQP Concrete Field Inspector - Level I
- CTQP Drilled Shaft Inspection
- CTQP Earthwork Inspection - Levels I & II
- CTQP Pile Driving Inspection
- FDEP Stormwater Management Inspector
- FDOT Pile Driving Installation
- Florida Work Zone Safety
- OSHA Construction Safety and Health
- TROXLER Nuclear Density Testing

PROJECT EXPERIENCE

Construction Quality Control Testing, Central Florida Sunrail Phase I, FIN 412994-4-52-01

FDOT District 5

Richard served as a Senior QC Inspector for this $163M project involving the installation of 16 miles of new rail from Debary to Sandlake Road. The project totaled 31 miles and included improvements to the existing rail, as well as providing new rail crossings and eleven station finish platforms. Richard's responsibilities included testing and maintaining log book records.

SR 50 Widening and Resurfacing with Multiple Drilled Shafts for Signal Poles and Mast Arms

FDOT District 5

Richard served as Drilled Shaft Inspector for this roadway reconstruction project. He performed training and monitoring for the CEI Drilled Shaft Verification Inspector and performed drilled shaft logs and slurry testing.

SR 15-600 (Mills Ave) Widening Slab Rehabilitation with Multiple Drilled Shafts for Signal Poles and Mast Arms

FDOT District 5

Richard served as a Drilled Shaft Inspector, provided quality control, and performed slurry testing and concrete testing.

Construction Quality Control Testing, SR 500 (U.S. 192)

Osceola County, Florida

Richard served as the Senior QC Inspector for this $14M section of roadway construction consisting of embankment, subsoil excavation, milling and resurfacing, drainage structures, signing, signalization, and bridge construction items. His responsibilities included testing and maintaining log book records.

Construction Quality Control, SR 429 (Part A), Western Expressway, Florida Turnpike Interchange

Orange County, Florida

Richard served as the Senior QC Inspector for this $42.3M section of roadway construction consisting of embankment, drainage structures, eleven bridge structures, base and superpave, permanent pavement markers, spiral curves (roads and bridges), and maintenance of traffic.

Construction Quality Control Inspector, SR 20

FDOT District 2

Richard served as the Senior QC Inspector for this $43M section of roadway reconstruction consisting of new construction, milling and resurfacing, drainage, signage, pavement marking, three bridges, signalization, and utilities.

Michael L. Billings, CWI

Threshold Inspector II

Michael L. Billings has 20 years of experience in construction inspection and materials testing for civil and threshold construction. As a Threshold Inspector, he inspects main frame structural elements to verify compliance with the approved plans and specifi cations. He also routinely performs structural inspections on materials such as cast-in-place concrete, reinforcing steel, post tension cables, formwork, and all phases of masonry construction. Mr. Billings' expertise also includes post tension concrete inspection, bridge construction, masonry inspection, soils and construction materials testing, and DOT quality control inspection/ materials testing.

Years of Experience

20

Certifications

- ACI Concrete Technician - Level I
- Asphalt Paving
- AWS Certified Weld Inspector
- CTQP Earthwork - Levels I & II
- DOT Concrete
- Drilled Shaft
- ICC Commercial Building Inspector

PROJECT EXPERIENCE

Foster Hangar Expansion, 3400 Aircraft Drive

Lakeland, Polk County, Florida

UES was retained by Tucker Construction & Engineering to provide construction materials testing services during the construction of the Foster Hangar Expansion in Lakeland, Polk County, Florida. UES provided professional materials testing services to ascertain whether the roadway courses, building pad compaction, and floor slab concrete were constructed in general conformance to the approved project specifications. Mr. Billings served as a Threshold Agent providing structural steel and weld inspections. Elements inspected included high-strength bolted and welded connections for the Hangar expansion steel framing, mechanical room steel framing, and curtain wall framing.

Foundation and Masonry Steel Inspection, Various Schools

Lake and Polk Counties, Florida

Mr. Billings performed routine foundation footings, full masonry, and/or slab reinforcement inspections on several school additions and new school construction projects for Lake and Polk counties. He provided both threshold inspection services and construction materials testing on Stephens Elementary (Polk), Southwest Elementary (Polk), Mascotte Elementary (Lake), Groveland Elementary (Lake), Middle School AA (Polk), Elementary School F (Polk), and Winter Haven High School (Polk).

City of Winter Haven Parking Garage

Winter Haven, Polk County, Florida

Mr. Billings served as a Threshold Agent for this project involving the construction of one three-level, 32,595-SF, 256-space parking garage in Winter Haven, Florida. UES was responsible for the inspection of the building's main frame structural elements, specifically the structural frame of the building including the foundation, primary, and secondary framing systems. The scope of work included conducting compaction tests for the building pad and foundations, sampling and testing plastic concrete, masonry testing, and structural steel inspection. As the duly authorized representative of the Special Inspector, Mr. Billings observed and verified that the building's main frame structural elements were constructed in substantial accordance with the Permitted Contract Documents.

Materials Testing and Threshold Inspection, New Elementary School "A," School Board of Polk County

Polk County, Florida

The project involved construction of the new Elementary School "A" in Polk County, Florida. Mr. Billings performed materials testing services including soil compaction testing, cementitious materials testing, metal decking and structural steel inspection, and threshold component inspection.

Steve A. Metcalfe, CWI

Certified Welding Inspector

Steve Metcalfe has been a Certified Welding Inspector with UES for over three years. His duties as a CWI include inspections of steel framing structures, welded and bolted connections of structural elements, and proper reporting of his observations. Aaron is also responsible for communicating and keeping a Structural Inspection Log (SIL) of any deviations from Contract Documents and project specifications. He has become integral to the UES threshold/building envelope inspection team. Before joining UES, Steve's experience included 15 years as a certified welder.

Education

AA, Welding Technology, Central Texas College

Years of Experience

20

Licenses & Certifications

- AWS CWI 09060971
- Certified Welding Inspector

PROJECT EXPERIENCE

AdventHealth OTH Lake Mary Health Park, Materials Testing

Lake Mary, FL

The $6.56 million AdventHealth Lake Mary Health Park project in Lake Mary, Florida, involved constructing a three-story, 58,269-square-foot medical office building. UES work scopes included building pads, the installation of underground utilities to facilitate the water, sanitary sewer and stormwater systems, and parking lots. UES conducted compaction tests, sampling, and plastic and asphaltic concrete testing. In addition, UES provided laboratory materials testing (in-house), floor flatness testing, and miscellaneous inspection services. Steve provided structural weld and bolting connection inspections on the building envelope and interior structural elements.

Project Lyric AIPO T40, Materials Testing

Orlando, FL

The largest (379,176sf) of the four new warehouses, dubbed Project Lyric, sits on a 29.7-acre tract on Tradeport Drive just west of Boggy Creek Road. It is part of a master plan for a 472,583-square-foot cross-dock distribution facility with over 400 vehicle parking spaces and multiple access points.

UES work scopes included building pads, the installation of underground utilities to facilitate the water, sanitary sewer and stormwater systems, and parking lots. UES conducted soil compaction tests, sampling, and plastic and asphaltic concrete testing. In addition, UES provided in-house laboratory materials testing, floor flatness testing, and miscellaneous inspection services. Steve provided structural weld and metal deck inspections on the building envelope and interior structural elements.

OCCC West Building Renovation/ Expansion, Materials Testing & Threshold Inspection

Orlando, FL

For the project's OCCC West Building roof replacement portion, UES inspected approximately 1.25 million square feet of new roof. Our inspectors conducted hundreds of bonded uplift tests on the newly installed single-ply membrane per TAS-124-11, verified proposed screw patterns/frequencies, and conducted pull-out testing of roofing fasteners to secure insulation boards and dens-board materials. To bring perspective to the enormity of this project's scope, consider the following: 1) The Valencia Ballroom alone has more square feet than the White House. It can hold events for up to 6,000 people. 2) More than 50 miles of pilings had to be driven into the ground to support the West Building. There are 1,105 pilings under Hall "A" ranging from 105 to 488 feet (the average piling is 170 feet long). 3) The main span of the Brooklyn Bridge (all 1,595 feet) could fit inside the West Building's contiguous exhibition space, which is 2,500 feet long.

Darwing Lopez

Laboratory Manager

As a Laboratory Manager, Darwing's duties include production control, scheduling, and supervision of field and laboratory personnel. His areas of expertise include inspection of auger cast pile installation; construction materials testing for soil and concrete for building and roadway construction; quality control management of CQC projects and incidental precast yards; moisture emission testing; vibration monitoring; coring of asphalt and hardened concrete; and testing compressive strength of concrete cylinders. Additionally, Darwing has extensive experience performing laboratory classification testing such as moisture content, grain-size analysis, Atterberg limits, organic content, hydrometer, standard and modified Proctor testing, Limerock Bearing Ratio (LBR) testing, and unit weight determination.

Years of Experience

22

Certifications

- ACI Field Testing Technician – Level I
- Aggregate Base Testing Technician
- Aggregate Testing Technician
- FDOT CTQP Concrete Technician – Level I
- LBR Technician
- Nuclear Safety Certification
- Qualified Sampler Technician

PROJECT EXPERIENCE

FDOT E5W13, FIN 423193-1-52-01 I-4 Ultimate Project

Various Counties, FL

The project consisted of Improvements to the I-4 corridor. UES served as one of the sub-consultants supporting field operation to Tierra Engineering (main QC Consultant) for the $2.3 Billion – I-4 Ultimate Project. We provided Contractor Quality Control services, laboratory construction materials testing, and various construction materials testing services. Darwing served as the laboratory manager for this project and was responsible for coordinating and overseeing all associated laboratory testing services.

McLeod Road Transfer Station (MRTS)

Orlando, FL

The new transfer station was designed on the same site with a modern 62,000-sf receiving and transfer building that can process 2,000 tons of solid waste per day. It also includes an 8,000-sf service building for administration offices, employee quarters, a vehicle maintenance shop, and a scale house with truck scales. The replacement facility includes many engineering innovations and technology, including inspection platform MSE walls. Darwing was responsible for laboratory testing services for all material tested in the laboratory.

FDOT T5557, FIN 240196-1-52-01 Widening Shepard Rd to N. Oregon St

Lake Mary, FL

Improvements included widening and reconstructing the existing SR600 US 17/92 to CR 535 in Osceola County. UES' scope of work was to provide Contractor Quality Control Manager services, Prepare Quality Control Plans, Density Log Books, Full-time material testing for earthwork and Concrete, conduct drill shaft inspections and associated laboratory testing for embankment and pipe backfill, MSE walls, stabilized subgrade, limerock base, and Concrete. Darwing coordinated and performed laboratory testing for Soils samples and Concrete for this project.

Connector Road (Hilton Driveway to Apopka-Vineland Road)

Orlando, FL

Darwing conducted all laboratory testing for a different material for the job and provided test results to the client and contractor. The roadway was built utilizing a flexible pavement design comprising a stabilized subgrade, 12-inch-thick soil-cement base, and an asphaltic concrete wearing surface. UES provided drilled shaft inspections material testing services for soils, soil cement, and concrete.and worked with a minority sub-consultant firm (Tierra Engineering) for asphalt testing.

Andrew S. Wilderotter, PE

Senior Project Manager/Staff Engineer

Andrew Wilderotter has more than two decades of experience as a Staff Engineer/ Senior Project Manager serving the Geotechnical/Environmental Division of UES' Orlando branch. His duties include coordinating subsurface exploration programs and preparing geotechnical engineering and Phase I Environmental Site Assessment reports for various Central Florida projects. Mr. Wilderotter is also responsible for pile capacity calculations, bearing capacity calculations for shallow foundations, soil classifi cation, and various laboratory testing.

Education

BS, Civil Engineering, Florida State University

Years of Experience

23

Licenses

- Professional Engineer - FL #65727

PROJECT EXPERIENCE

Lake Hamilton WWTF Phase I

Polk County, Florida

The proposed project involved the construction of a Wastewater Treatment Facility (WWTF) for the Town of Lake Hamilton in Polk County, Florida. The proposed facility included two RIBs and a new wastewater treatment plant. UES was retained to explore the general subsurface conditions at the site (SPT soil borings were performed with a UES-owned ATV-mounted drilling rig) to provide geotechnical exploration with groundwater conditions and mounding analysis. Mr. Andrew Wilderotter, PE, was the senior geotechnical engineer and project manager. His duties included coordinating the subsurface exploration program and preparing a detailed geotechnical engineering analysis and report. Challenges associated with this project included an area of concern within the vicinity of the site: an off-site depression that required additional analysis.

Davenport WWTF Phase 2 Expansion

Polk County, FL

This project involved expanding the Davenport Wastewater Treatment Facility (WWTF) in Polk County, Florida. The proposed expansion of the site, which had two existing effluent percolation ponds, included the construction of a third pond. UES was retained to perform a geotechnical exploration within the new pond footprint and to provide a groundwater mounding analysis of the proposed RIB system. SPT soil borings were performed in-house with a UES-owned ATV-mounted drilling rig. Mr. Andrew Wilderotter, PE, was the senior geotechnical engineer and project manager. As such, his duties included coordinating the subsurface exploration program and preparing a geotechnical engineering analysis followed by a detailed report. Challenges associated with this project included an evaluation of the impact of the proposed RIBs on the nearby properties.

Lake Hamilton WWTF Structures

Polk County, Florida

The project involved the construction of a new Wastewater Treatment Facility (WWTF) for the Town of Lake Hamilton in Polk County, Florida. The site plan indicated a 200,000 gpd influent storage tank, associated generator pads, chlorine contact basins, pump stations, office buildings, and a 20-foot wide stabilized unpaved drive to be constructed around the facility's perimeter. In addition, two RIBs were proposed, each approximately 1.6 acres in plan dimension. UES was retained to explore and evaluate the general subsurface conditions at the site with particular attention to potential problems that could impact the proposed development, to provide soil and groundwater conditions at the boring locations, and to provide geotechnical engineering recommendations for foundation design, storage tank design, unpaved driveway sections, and subgrade preparation.

Zachary W. Adams, PE

Senior Geotechnical Project Manager

Zach Adams is a registered Professional Engineer with over 10 years of experience in geotechnical engineering and design. He has an excellent command of standard engineering practices for the subsurface design of complex projects in the energy, transportation, residential and commercial industries.

Education

BS, Civil Engineering,
Ohio University

Years of Experience

10

Licenses

- Professional Engineer - FL #82935
- Professional Engineer - OH #81313

Certifications

- ACI Concrete Field Testing Technician – Level I

PROJECT EXPERIENCE

UCF Downtown Garage

Orlando, FL

UES provided geotechnical exploration services to assist in the design & construction of a new 4-story parking garage and ground level retail shell. The scope included SPT borings & CPT soundings to depths of 20 to 80 feet. The structure will be supported on shallow foundations using vibro-replacement. Zach served as the lead project manager and geotechnical engineer for the project.

Wright Patterson Air Force Base Taxiway Realignment

Dayton, OH

Provided geotechnical exploration services to assist in the design & construction of the taxiway realignment at Wright Patterson AFB. Scope included SPT borings & pavement cores to determine existing runway/taxiway pavement component thicknesses to assist with design. Zach served as the lead project manager and geotechnical engineer for the project.

Coalfields Expressway Route 121/ Corridor Q Route 460, Poplar Creek Section

Grundy, VA

The Poplar Creek Section is a five-mile long limited access roadway. This section of the Coalfields Expressway Project included two bridges. The proposed alignment traverses mountainous, densely wooded terrain. The project required an extensive geotechnical engineering report including rock cut slope and catchment design, new embankment stability analyses, culvert foundation and construction recommendations, coal seam mitigation, pavement considerations, and development of a geotechnical model for incorporation into the project's cross sections. Mr. Adams assisted in providing engineering analyses and recommendations for the roadway and structure foundation explorations. He performed many rock cut designs based on encountered bedrock stratigraphy, fill slope design, and reinforced soil slope design, in addition to performing slope stability analyses on all cut and fill sections for the project.

Poinciana High School Building Addition

Osceola County, FL

UES provided geotechnical exploration services to assist in the design & construction of a new building addition to Poinciana High School. The scope included SPT borings to depths of 25 feet bls. The structure is supported on shallow foundations. Zach served as the project manager and geotechnical engineer for the project.

SUBCONSULTANTS

LEADERS ENGINEERING SERVICES

Leaders Engineering Services is a licensed, minority owned engineering consulting firm operating in the State of Florida Our main office is located in Polk County, allowing us to serve both Central Florida and the Tampa Bay area Leaders offers a wide range of Construction Materials Testing and Inspection services, as well as Geotechnical Engineering services to both the public and private sectors.

Leaders is a minority business enterprise with the staff and equipment to provide a wide array of services Leaders holds ourselves accountable to the highest industry standards Our experienced PEs and technicians are trained to perform testing to the standards set by the Florida Department of Transportation (AASHTO, PCA, Army Corps of Engineers (ASTM and other recognized and accepted testing agencies We calibrate our equipment annually and our laboratories are inspected by independent testing agencies, including FDOT, ACOE and Concrete Materials Engineering Council (CMEC).

CAPABILITIES:

Construction Materials Testing & Inspection:

- Soils & Foundation
- Concrete
- Pavements
- Masonry
- Structural
- Specialty

Geotechnical Engineering Services;

- Preliminary / Pre Development
- Foundation / Specialty Analysis
- Roadway / Transportation Studies
- Groundwater / Effluent Disposal
- Laboratory Services
- Field & Drilling Services
- Expert Witness
- Hydrogeological Assessments

Mohammed Muzammil, PE

MAT Engineer

Mohammed Muzammil has over ten years of experience in geotechnical engineering specializing in foundations, transportation, structural, utilities, earthwork, concrete, and water/stormwater management. His responsibilities have included coordinating and directing geotechnical explorations for roadways, bridges, signs and signal structures, water resources, pipelines, buildings, bridges, residential, industrial and commercial facilities. Mohammed has experience in shallow and deep foundation analysis, including spread footing and pile foundations. He has conducted geotechnical studies for roadway, bridges, stormwater facilities and land development. Mohammed has expertise in pile dynamics, settlement analysis, stormwater, and transportation engineering. He has also performed utility coordination, maintenance of traffic, cost estimation, concrete testing and monitoring, construction management, foundation and earthwork inspection.

Education

BS, Civil Engineering, University of Central Florida

Licenses & Certifications

- Florida Professional Engineer (86422)

PROJECT EXPERIENCE

Howard Frankland Bridge, Design-Build,

Tampa, Florida

The project consisted of design of the Howard Frankland Bridge in Tampa, Florida. Mohammed Muzammil was the Senior Geotechnical Engineer responsible for coordinating and managing drilling crews (land and marine efforts). Mohammed also assisted in laboratory testing analyzing foundation capacities and providing a Bridge Data Report.

SR 528 - Toll Plaza

Orlando, Florida

The project included design and construction of the SR 528 toll plaza facility. Mohammed served as the geotechnical project manager in charge of planning and executing the development of the boring location plan, FTE coordination and approval, drilling operations, laboratory testing and geotechnical engineering design of alignment sections, stormwater ponds (dry and wet) and pile foundations.

All Aboard Florida From SR 528 to Daytona

Orlando, Florida

The project included design of a section of a railway system along SR 528 to Daytona. Mohammed served as the geotechnical project manager in charge of planning and executing the development of the boring location plan, FTE coordination and approval, drilling operations, laboratory testing and geotechnical engineering design of rail alignment embankments, stormwater ponds (dry and wet) and pile foundations.

Virgin Trains at SR 528 and Narcoossee Road

Orlando, Florida

Mohammed developed and managed water use permits for dewatering operations at the SR 528 and Narcoossee Road intersection for existing and proposed water bodies. Mohammed prepared dewatering plans, means and methods outline and site preparation plans to guide execution.

Dr. Phillips Center for the Performing Arts (DPAC) Music Hall Stage II

Orlando, Florida

As the project manager, Mohammed performed technical tasks associated to foundation analysis for the Dr. Phillips Center for the Performing Arts Music Hall (Stage 2). Mohammed assisted in design evaluation of seasonal high groundwater levels, geotechnical engineering recommendations for site preparation procedures and final foundation design.

Ikenna Uju, P.Eng, PMP

Project Management Professional

Multidisciplinary background in Civil Engineering, Project Management, Project Controls, Project Planning & Scheduling, Progress reporting, Change management, Project Estimation, Cost Management and Schedule Management. PMI Certified Project Management Professional (PMP) with over 15 years' experience gained from novel projects across diverse areas (Roads, Bridges, Buildings, Stormwater Management).

Education

MS, Civil Engineering, University of Central Florida

B.Eng. (Hons) Civil Engineering (1st Class), Federal University of Technology Owerri

Licenses & Certifications

- Project Management Professional (PMP), Project Management Institute, PMI (2020)
- Registered APEGA Canada Professional Engineer (P.Eng) – (2015)
- Engineer-In-Training (EIT) – USA

Skills

- MS Project, Primavera P6, MS Word, PowerPoint, Power BI, MS Excel, Power Pivot, Bluebeam
- Design/drafting software MICROSTATION and AUTOCAD
- Hands on experience in the use of E-builder, SAP, Accela (Envista), ArcGIS, GEA, SLIM programs.
- Experienced in the use of various civil design and analysis softwares such as SPT 97, FB-Deep, Settlg, Embank, STABL 6, L-Pile, Modulus 6.0, Geostudio, ETABS, Oasys. GEOPAK, OpenRoads.

PROJECT EXPERIENCE

City of Edmonton

Engineering Project Manager

Ikenna was responsible for managing the construction and delivery of roadways, walkways, bridge rehabilitation and other transportation facilitates performed in-house and by external consultants. He reviewed Consultants, Contractors and Vendor schedules, to ensure plans are realistic and achievable and possible schedule risks or issues on the program are mitigated. Ikenna developed and maintained relationship with key stakeholders such as clients, consultants and contractors in other organizations to confirm that engineering practices applied are in accordance with current engineering standards, regulatory requirements, and current technological innovations

The following neighborhood renewal/ reconstruction projects undertaken are:

- Ottewell Neighborhood, Edmonton AB
- Garneau Neighborhood, Edmonton AB
- Central McDougall Neighborhood, Edmonton AB
- Spruce Avenue Neighborhood, Edmonton AB
- Queen Alexandra Neighborhood, Edmonton AB

City of Edmonton

Project Engineer

Ikenna was responsible for managing the construction and delivery of roadways, walkways, bridge rehabilitation and other transportation facilitates performed in-house and by external consultants. He coordinated roadway design projects with other utilities, City departments and external agencies. Ikenna also coordinated geotechnical assessments and lead geotechnical investigations.

The following neighborhood renewal/ reconstruction projects undertaken are:

- 12 LRT Busway Renewal in Edmonton AB
- Bonnie Doon Neighbourhood, Edmonton AB
- Glenora Neighbourhood, Edmonton AB
- Rosslyn Neighbourhood, Edmonton AB
- Millbourne Area, Edmonton AB
- Davies Industrial, Edmonton AB

City of Edmonton

Civil Engineer/ Engineering Tech II

Ikenna developed works (baseline) schedule, recovery schedule and progress schedules in-line with project requirements using scheduling tools such as: Primavera P6, MS Project, Excel, and Power BI. He provided quality control review of engineering drawings for roadways, walkways and transportation facilities, submitted by external design consultants and City Departments. Ikenna ensured consistent construction, design and geotechnical review comments on concept, preliminary and approved engineering drawings review in a timely manner, with a high level of accuracy and within applicable TAC and City's standards and guidelines.

Joshua M. Eraso

Construction Materials Testing Technician

Mr. Eraso has over 7 years of experience in the field of construction materials testing to support the needs of ACI and CTQP certification standards. Mr. Eraso can navigate and lead project tasks while managing documents to ensure satisfactory practices and conformity to construction plans.

Licenses & Certifications

- CTQP Asphalt Paving – Level I
- ACI & CTQP Concrete Field Technician – Level I
- CTQP Earthwork Construction Inspection Level I & II
- RSO Nuclear Gauge Certified

PROJECT EXPERIENCE

I-4 Beyond the Ultimate – Segment 3 and 4

Orlando, FDOT

Mr. Eraso performed, managed and supervised field densities conducted on pipe runs, mechanically stabilized earth wall backfill and roadway inspection. Additionally, Mr. Eraso conducted field tests on concrete batches for structural elements such as gravity walls and bridge decks.

Orlando International Airport – South Terminal Expansion Greater

Orlando Aviation Authority (GOAA)

Mr. Eraso assisted with concrete pour inspections and oversight for structural elements to support the South Terminal Expansion.

Lake Ashton South Development

Polk County, Florida

Mr. Eraso performed, managed, and supervised field densities conducted on pipe runs, supporting stormwater elements and roadway inspection. Additional field efforts included obtaining soil samples in the field for laboratory proctor testing.

Posner Valley Development

Polk County, Florida

Mr. Eraso performed test pit inspections across a 20 + acre site. As the site representative, Mr. Eraso communicated with the engineer and led the contractor during excavations to assess limits and depths of inorganic/debris materials of concern. Mr. Eraso prepared test pit field logs to guide the exploration assessment.

LFS

Mustafa Syed

MAT Project Manager

Mr. Syed has over 15 years of experience in the geotechnical and civil engineering fields. Mr. Syed's geotechnical and civil experience has managed: construction material testing laboratories, heavy civil and geotechnical construction projects for roadways, bridges, commercial development, and residential development. Mustafa possesses extensive knowledge and experience with project and construction management, costs estimation, budgeting, industry standards and specifications, planning and scheduling, and management of laboratories and has a wide network and positive relationships with regulatory agencies, clients, colleagues, staff, and internal stakeholders. Mustafa's expertise has positioned him to lead projects involving soil exploration, geotechnical laboratory testing, highway materials testing, standard foundation studies, non-redundant drilled shaft bridge foundation studies, specialty geotechnical laboratory testing, as well as roadway construction engineering inspections.

Education

BS, Civil Engineering, Osmania University

Licenses & Certifications

- ACI & CTQP Concrete Field Technician – Level I
- ACI Concrete Strength Testing
- ACI Aggregate Base Testing Technician
- CTQP Earthwork Construction Inspection Level I & II
- CTQP Asphalt Paving Technician – Level I & II
- CTQP Asphalt Plant Technician – Level I
- CTQP Drilled Shaft Inspection
- CTQP Limerock Bearing Ratio Technician
- RSO Radiation Safety Officer | Nuclear Gauge Certified
- FDOT Maintenance of Traffic (MOT) – Advanced
- OSHA – Construction Safety and Health

PROJECT EXPERIENCE

I-4 Beyond the Ultimate – Segment 4,
Orlando, FDOT

Mr. Syed managed and supervised designated project construction roadway activities for stabilized subgrade, base course, pavements, barrier walls and mechanically stabilized earth (MSE) walls. Mr. Syed developed plans for resource allocation, cost flow, updated progress schedules, prepared RFI's, scheduled field inspections, conducted health and safety protocols.

SR 417 Widening from Landstar Boulevard to International Drive
Orlando, Central Florida Expressway Authority (CFX)

Mr. Syed managed the geotechnical investigation program to support the widening of the SR 417 section outlined above. As the project manager, Mr. Syed provided over-sight for drilling activities associated to roadway borings, pavement core sampling, laboratory testing and design recommendations for roadway and pavement areas.

SR A1A Widening and Erosion Control
Flagler County, Florida, FDOT

Mr. Syed managed the geotechnical investigation program associated to the widening of SR A1A. As the project manager, Mr. Syed developed a project specific boring plan, provided over-sight for drilling activities, laboratory testing and design recommendations for roadway widening and erosion control measures.

SR 414 Widening From I-4 to Maitland Avenue
Orlando, Florida, FDOT

Mr. Syed managed the geotechnical investigation program associated to the widening of SR 414. As the project manager, Mr. Syed developed a project specific boring plan, provided over-sight for drilling activities, laboratory testing and design recommendations for roadway widening and erosion control measures.

Greater Orlando Aviation Authority (GOAA), South Terminal, Orlando International Airport (OIA)
Orlando, Florida

Mr. Syed developed and managed construction materials testing and inspection programs to support the following segments: Phase 2 GMP 2S, GMP 6S and GMP 11S for south terminal taxiways, building pads and utility trenches.

AMBIENT TECHNOLOGIES, INC.

Ambient Technologies
An Earth of Experience
Subsidiaries & Affiliates
Minority Certified

Ambient Technologies, Inc. (ATI) certified as MBE-DBE-SBE-SDB, with its subsidiaries and affiliates ATI Companies LLC, GeoView, Inc., ATI Geologica, LLC, and ATI Energia, LLC have earned a reputation for the past 30 years providing responsible, competent, conscientious, dependable, and timely geo-services for Environmental, Geotechnical, Exploration, Consulting, Engineering and Construction Projects. ATI's projects vary from small local residential problems to major construction, petroleum clean-up, remediation projects, water, and wastewater utility projects, including major environmental, geotechnical, and geophysical exploration and assessment projects.

Ambient Technologies, Inc., & Subsidiaries is a multidisciplinary and diversified group providing subsurface investigation services with quality and excellence. The main focus field services are:

Environmental Drilling services: Direct Push Technology, Hollow Stem Auger, Continuous Soil and Groundwater Sampling, Monitoring Wells Installation and abandonment, Horizontal Wells, and Remediation Injection and Recovery Wells, PFAS Drilling and Sampling.

Geotechnical Drilling Services: Standard Penetration Test (SPT), Solid and Hollow Stem Auger, NQ/HQ Rock Coring, Concrete/Asphalt Coring, Undisturbed Samples (Shelby) Geotechnical Instrumentation Installation (piezometers, inclinometers, etc.).

Cone Penetration Testing (CPT): ATI Geologica specializes in In-Situ Testing for geotechnical and environmental investigations using advanced geo-environmental methods of exploration including Cone Penetration Testing (CPT).

Geophysical Services: Geotechnical/Geological Site Characterization Studies using a wide range of geophysical technologies. Specialists in Karst/Sinkhole/Geological characterization studies. Environmental site characterization studies designed identify buried metallic and non-metallic debris, USTs, drums, abandoned wells, contaminated soils, etc. Underground utility designation and designation and mapping for clearance of bore holes and mapping underground utilities throughout project sites. NDT testing of concrete structures and foundations for both design and deficiencies using a variety of methods. Concrete reinforcing and corrosion studies. Marine surveys to determine presence of submerged objects, bathymetry and underlying geological conditions. Drone services to provide complimentary ortho-photographic, infrared and lidar mapping services.

Ambient Technologies and Subsidiaries have successfully performed both large and small-scale projects for the governmental sector at the Federal, State, County and City levels and private sectors for environmental, hydrogeological, geotechnical, geological and infrastructure applications.

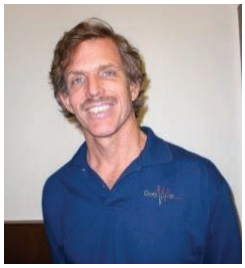
Ambient Technologies and Subsidiaries are certified as an MBE with the State of Florida, the FDOT as a DBE and SBE and as an SBD with the U.S. Small Business Administration. In addition, ATI has MBE and SBE Certifications at the City and County level with the City of St. Petersburg, Pinellas County, City of Tampa, Hillsborough County, City of Orlando, Orange County, Port of Tampa, and the South Florida Water Management District.

Numerous Awards have been given to the ATI companies throughout the years. The Award of Excellence as Small Business of the Year by the Small Business Administration (2004 & 2005), the FAST 50 Award two consecutive years (2007 & 2008), the Diversity and Inclusion Award, 3 years (2007, 2008 & 2009). In 2015 & 2016, Nominated as Grow Florida Companies to Watch. In November of 2008, ATI was awarded the U.S. Commercial Service Export Achievement Certificate, for its success with its Panamanian Affiliate, ATI Panamericana, S.A. The most important recognition occurred in 2012 when ATI became the recipient of the US Presidential E-Award for Exporting Excellence.

Ambient Technologies — An Earth of Experience — Subsidiaries & Affiliates — Minority Certified
ATI COMPANIES — An Earth of Experience
ATI GEOLOGICA — IN-SITU TESTING SPECIALISTS — An Earth of Experience
GeoView — A Geophysical Services Company

Michael J. Wightman, P.G.

ROLE: President, Principal Geophysicist, GeoView, Inc. - Subsidiary of Ambient Technologies, Inc.



EDUCATION:

- M.S., Hydrogeology/Geophysics, University of South Florida, 1989
- B.A., Geology, University of California, Santa Barbara, 1986
- B.A., Business, Economics/Environmental Studies, University of California, Santa Barbara, 1980

REGISTRATIONS/CERTIFICATIONS:

- Licensed Professional Geologist, Florida and California (FL #1423, CA #6500)
- Certified Ground-Penetrating Radar Operator
- AGI Electrical Resistivity Imaging Certification
- Certified Pile Integrity Tester
- Geophysical Well Logging and Imaging.

Mr. Wightman's responsibilities at GeoView Inc. include the management and technical oversight of all geophysical investigations conducted by the firm. He has either managed or conducted geophysical investigations throughout the entire United States, Caribbean Basin and Central America. His duties include quality control oversight, project management and budgeting, employee supervision and training, design and implementation of geophysical investigations, data evaluation, numerical and analytical modeling of geophysical data. Mr. Wightman has either conducted or managed over 10,000 geophysical investigations concerned with environmental, geotechnical, geological, hydrogeological, infrastructure and construction-related projects. Mr. Wightman is an expert in the application of geophysical methods in terms of understanding karst-related conditions. Mr. Wightman has provided expert testimony, authored publications and delivered numerous presentations concerning geophysical testing for a wide variety of applications. Mr. Wightman has either conducted or managed over 10,000 geophysical investigations concerned with environmental, geotechnical, geological, hydrogeological, infrastructure and construction-related projects.

RELEVANT PROJECT EXPERIENCE:

Hillsborough County Southeast Landfill Expansion-Geological Site Characterization, 2020, $55,000. Project Manager-Geosyntec, Tampa, FL. Evaluated the effectiveness of several geological methods to identify deeply buried (75-200 feet below land surface) paleo-karst (sinkhole) features. A 40-acre test area was selected to evaluate the effectiveness of electrical resistivity imaging (ERI), micro-gravity and seismic refraction tomography. A total of 5,500 linear feet of data was collected using all methods. Results from the three geophysical test methods were integrated and compared to the results of standard penetration test (SPT) boring that were performed within identified suspected buried karst features.

McKay Bay Environmental Site Investigation, 2022, $9,000. Project Manager-Intertek, Tampa. Combined ground penetrating radar and time-domain electromagnetics study to delineate buried metallic and non-metallic debris across project site and clear locations for 90 planned borings (2022).

FDOT District 7 Emergency Response Services, Florida, 2013-present, $95,000. Project Manager – Intertek-PSI – Tampa, FL – Ongoing since 2013 On-going services contract to provide geophysical testing to help determine cause for formation of depressions or collapse on FDOT-regulated roadways in FDOT Districts 1 and 7. Ground penetrating radar and electrical resistivity imaging are typically performed. Required response time 4 hours or less.

Marcelo Passos Ferreira dos Reis, MSc.

ROLE: VP of ATI Companies LLC and Drilling Operations Manager - Subsidiary of Ambient Technologies, Inc.

EDUCATION:

- M.S., Marine Science/Marine Biology, Universidade Santa Úrsula Rio de Janeiro, Brazil, 2002
- B.Sc., Marine & Science Marine Biology, Universidade Santa Úrsula - Rio de Janeiro, Brazil, 1999

REGISTRATIONS/CERTIFICATIONS:

- Certified Ground-Penetrating Radar Operator
- ISO 14001 Lead Auditor Certification, Environmental Management; Bureau and International Register of Certified Auditors

Mr. Reis' Master of Science studies with a focus in Environmental Marine Sciences have allowed him to interface/integrate multiple factors within environmental processes. He gained vast experience in this area during several years as, first, a Team Member and then Project Director, on marine expeditions for environmental and biological studies. With his educational background and applied experiences, his skills took him to the position of professor with two private universities in Brazil. His accomplished work at the universities was recognized when he was elected "Best Professor of the Year" for two consecutive years. As Lead Environmental Auditor with Bureau Veritas Quality International, he worked with organizations and businesses to establish and maintain effective environmental management systems (EMS) in accordance with ISO 14004 standards. As the Technical/Operational Manager at ATII Brazil, in Rio de Janeiro, Mr. Reis develop the firm's geophysical services market in Brazil. Marcelo has led and managed Geotechnical and Environmental Drilling projects for the Panama Canal Project, where ATI Panamericana provided over 90% of the Geotechnical and Environmental Drilling for the Panama Canal Expansion Project. He is currently in charge of all Geotechnical and Environmental Drilling Projects throughout the State of Florida.

RELEVANT PROJECT EXPERIENCE:

Coral Springs Fire Academy FL, Coral Springs, FL - Project Manager – INTERTEK-PSI – Coral Springs & Plantation, FL – 2019 – **Cost: $6,900**
Site 1 and Site 2: Installation of two (4) Temporary Monitoring wells up to 15 ft. Well is 1" with 10 ft of prepack screen. Installed and removed on same day. Open borings (concrete) for client. Built a decon pit for decontamination processing. Special handling procedures for the sampling of PFAS.

Geotechnical drilling and instrumentation installation, Panamá Canal Pacific side
Project Manager – Grupo Unidos por el Canal/ACP Panama Canal – 2014 – **Cost: $200,000**
Geotechnical/Geological investigation drilling over 4,000 feet, with disturbed and undisturbed samples and HQ coring. With instrumentation installation. Canal Expansion on the Pacific and Atlantic side.

Orange County Superfund Site, City of Orlando, FL
Project Manager – Geosyntec – Tallahassee, FL – 2021-2022 - **Cost: $35,000** ATI Companies completed Direct Push Technology (DPT) Drilling, Soil & Water Sampling and Monitoring Wells installations, at the Spellman Superfund Site in the City of Orlando, Florida. The purpose of the investigation was to identify and delineate the nature and extent of industrial solvents in the soil and groundwater at the site. The Scope of Work included 40 Soil Borings (direct push continuous macrocores sampling) and GW sample points up to 60-ft below land surface. This initial phase also included the installation of 6 monitoring wells (vertical and angled) were installed at the same depth (up to 60ft) for continuous monitoring of the following phases of the project.

TAB 4

POLK COUNTY ENTITY

POLK COUNTY ENTITY

UES plans to utilize the services of Ambient Technologies, Inc. (ATI) and Leaders Engineering Services as a subconsultants that qualify as a Polk County Entity.

ATI's Headquarters Locations:

4610 Central Ave.
St. Petersburg, FL 33711

ATI's Polk County Office Open Since 2017:

8419 Epicenter Boulevard
Lakeland, FL 33809

Number of Staff: 4

Leaders Engineering Polk County Office Open Since 2020:

3340 Havendale Blvd NW
Winter Haven, FL 33881

Number of Staff: 5

ATI's Polk County Tax Receipt

POLK COUNTY LOCAL BUSINESS TAX RECEIPT
ACCOUNT NO. 161027 **CLASS:** A **EXPIRES:** 09/30/2023

OWNER NAME	LOCATION
CARLOS R LEMOS	4336 KNIGHTS STATION RD LAKELAND

BUSINESS NAME AND MAILING ADDRESS
ATI COMPANIES LLC
ATI COMPANIES LLC
4610 CENTRAL AVE
ST PETERSBURG, FL 33711

CODE 540000 **ACTIVITY TYPE** LTD PROFESSIONAL TECHNICAL

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR	THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID - 838224 07/16/2022 OPY **OLP 31.50** **ATI COMPANIES LLC**

Leaders Engineering Services Polk County Tax Receipt

*Currently being renewed for 2023-2024

POLK COUNTY LOCAL BUSINESS TAX APPLICATION FORM
ACCOUNT NO. 238161 **CLASS:** B+ **PAYMENT DUE BY:** 09/30/2022

OWNER NAME	LOCATION
MOHAMMED MUZAMMIL	3340 NW HAVENDALE BLVD WINTER HAVEN

BUSINESS NAME AND MAILING ADDRESS
LEADERS ENGINEERING SERVICES LLC
LEADERS ENGINEERING SERVICES LLC
3340 HAVENDALE BLVE NW
WINTER HAVEN, FL 338811840

CODE 540190 **ACTIVITY TYPE** PROFESSIONAL ENGINEER

SIGN HERE MMUZAMMIL@LEADERSENGIN

SIGNATURE INDICATES APPLICANT READ AND UNDERSTANDS THE APPLICATION AFFIDAVIT ON THE BACK OF THE FORM AND AFFIRMS THE INFORMATION PROVIDED IS TRUE AND CORRECT.	AMOUNT DUE: 155.50

PAID - 1572520 06/01/2023 GBT **TAX 155.50 LEADERS ENGINEERING SERVICES LLC**

TAB 5

CERTIFIED WOMAN OR MINORITY BUSINESS ENTERPRISE

CERTIFIED WOMAN/MINORITY BUSINESS ENTERPRISE

Universal Engineering Sciences, LLC is neither a certified Minority Owned nor a Woman Owned Business. However, we have assembled a team of sub-consultants who comply with the criteria for such business entities. The following table summarizes our subconsultant team.

Company Name	Services Providing	Status
Leaders Engineering Services	Geo & CMT Support	Minority Owned Business Enterprise (MBE)
Ambient Technologies, Inc.	Geo/Geophysical Support	Minority Owned Business Enterprise (MBE)

Geo - Geotechnical Engineering
CMT - Construction Materials Testing

Leaders Engineering Services

State of Florida

Minority Business Certification

Leaders Engineering Services LLC

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
03/09/2021 to 03/09/2023

Jonathan R. Satter, Secretary
Florida Department of Management Services

Department of MANAGEMENT SERVICES
Office of Supplier Diversity

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

Ambient Technologies, Inc.

State of Florida

Minority Business Certification

Ambient Technologies, Inc

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
08/12/2021 to 08/12/2023

Jonathan R. Satter, Secretary
Florida Department of Management Services

Department of MANAGEMENT SERVICES
Office of Supplier Diversity

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
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TAB 6

INTERACTIONS WITH COUNTY AND REGULATORY AGENCY STAFF

INTERACTIONS WITH COUNTY AND REGULATORY AGENCY STAFF

Over our 58-year history, UES has worked on hundreds of continuing contracts with public entities in Florida. We have become very familiar with the unique needs of counties and cities.

UES has many continuing service contracts with government agencies, such as Polk County School Board, the City of Kissimmee, the City of Eustis, the City of Mount Dora, Orange County Highway Construction, Osceola County, and Osceola County Public Schools.

UES also currently provides services for FDOT on multiple District-Wide contracts in Districts 1 and 5. UES has experience working for various federal agencies, and we regularly work closely with other regulatory agencies such as SWFWMD, SFWMD, USACOE, FDEP, FDOT, and others.

Geotechnical and materials engineering services typically include something other than permitting directly with regulatory agencies. However, the reports we provide and our recommendations are frequently incorporated into permit applications, so the quality of our work and relationship with regulators will directly impact permitting on behalf of Polk County. UES has established excellent working relationships with local and state regulatory agencies throughout our history. These agencies respect our engineers, and their reviewers consider our work thorough and accurate.

UES and our key staff members provide consulting services to numerous public-sector clients throughout Florida and nationally. Some of these include the U.S. Environmental Protection Agency (USEPA), Water Management Districts, Florida Department of Environmental Protection (FDEP), U.S. Army Corps of Engineers (USACOE), cities within Polk County (Lakeland, Bartow, Winter Haven, among others), city and county governments for areas immediately adjacent to Polk County, Florida Department of Transportation (multiple Districts), and others. Because of our close working relationship with these governmental, regulatory, and public agency clients, UES has a demonstrated ability to work efficiently and successfully with all Polk County Divisions under this Master Consulting Agreement.

Our close relationships with these and other agencies will benefit Polk County as UES advocates for County permits from regulatory agencies.

Exemplifying this below is a sampling of the many hundreds of projects that UES has successfully executed in the past 10 years involving direct interactions with the various state and federal regulatory bodies and their agents:

- FDOT-T1402-SR 35/700 (US 98)-Polk County-Conalvias
- SFWMD Dewatering Permit Application, Innovation Place, Ponds M-1 and K-3, Orange Co., FL
- SFWMD Dewatering Permit Application, Sereno Village IV, Polk County, FL
- SFWMD Submittal & Dewatering Plan, Sereno V, Osceola Co., FL
- SFWMD Dewatering, Jones Road Subdivision, Osceola County, FL
- SFWMD Dewatering Permit Application, Lakes at Laurel Highlands Mass Grading, Lakeland, FL
- SFWMD Dewatering Permit (4 Ponds), Pine Grove Development - St. Cloud, Osceola Co., FL
- SFWMD Dewatering Permit Application, Center Lake Ranch Phase N-1A East, Osceola Co., FL
- SFWMD Dewatering Permit Application, Center Lake Ranch Phase N-1A West, Osceola Co., FL
- SJRWMD Consumptive Use Permit, Plaza Collina, Lake County, FL
- SJRWMD Dewatering Permit Application, Windward Preserve (Beachline) Brevard Co, FL
- FWC Gopher Tortoise Permitting & Relocation, A.G. Holley Hospital Property, Lantana, FL
- FWC Gopher Tortoise Permitting & Relocation, 7-Eleven #1044461, 3818 Duff Rd, Lakeland, FL
- FWC Gopher Tortoise Permitting & Relocation, Shadow Wood Village Phase 2, Pasco County FL
- FDEP Environmental Resource Permit & State-404 Assistance Pedaler's Pond MHP (Site ID: 424646; DEP Application No. 0424646-001-NPR), Lake Wales, Polk Co., FL
- FDOT, State Materials Office (SMO), Materials Testing Services, C9099 (State-wide contract)
- FDOT District 1, Pavement Evaluation & Coring, Contract C9176, 419972-1-32-02
- Reclaimed Concrete Aggregate Base Material FDOT Approval Support (State-wide contract)

TAB 7

TIMELY COMPLETIONS OF PROJECTS

TIMELY COMPLETIONS OF PROJECTS

COMMITMENT TO PERFORM IN A TIMELY FASHION AND WITHIN THE BUDGET

The key personnel presented in this proposal along with our assigned project manager and engineering team are committed to being available to serve the County whenever called upon. UES and its team of professionals have developed a keen sense of understanding of what is expected of our role as a "prime" contracted firm while performing our tasks well below budget. We maintain a fiscally responsible approach to every contract and project as we understand the County's responsibility before their residents. Our purpose has been our differentiator:

UES will always use its resources and experience as a team to bring the brightest and most financially prudent solutions to every task for this and every contract.

UES commits to treat this Polk County project with the highest priority. Our team will function as an extension of the County, and we will complete every assignment with outstanding performance while maintaining our budget and high-quality standards to earn your trust.

DAILY ABILITY TO PROVIDE THE REQUIRED SCOPE OF SERVICES:

CURRENT AND PROJECTED WORKLOADS

Our current and projected workload and manpower, equipment and resources allow us to increase our current capacity by twenty percent (20%). This allows us to immediately staff this contract on a full-time basis if needed and have staff available for "will call" or intermittent type assignments.

UES further asserts that personnel assigned to this project will come from existing resources and that only experienced and well qualified personnel will be assigned to perform our services. The dedication of the personnel necessary to staff and complete the various tasks on this contract will not overload our current technical and management staff capacity.

IMPLEMENTATION TIMELINE

Due to the nature of our geotechnical materials testing and inspection, many of our project assignments are short term in nature, typically ranging from one day to few weeks. As such, we have the ability to rotate field technicians and inspectors to make sure that all of our assignments are being completed on a weekly basis. We pride ourselves in being able to complete assignments on time with the appropriate resources.

Starting from reviewing the project plans and specifications in order to establish a testing program and a budget based on our understanding of the County's needs, goals, and contractual requirements. We will create a scope and fee proposal to be reviewed and approved by the appropriate Polk County Project Manager. Our project team will attend pre-construction meetings to understand the scope of service with on-site representatives before the beginning of the project and to establish a work schedule which could require either full-time testing and inspection, part-time testing and inspection, or a combination of both. On projects that would require part-time staffing, schedules would be coordinated through the dispatch team in a daily basis within 24 hour, except for emergency situations.

Once staffing needs are established, we will provide services as requested, and draft reports with results of our testing and observation will be provided to the field project team before leaving the project site. Signed and sealed report will follow within 1-3 days and distributed to the project distribution list previously provided by Polk County Project Manager. Lastly, we will invoice for services provided and reported in a monthly basis at the end of each billing cycle.

We will strive to maintain technician continuity on each project by assigning the same personnel to the project for its duration. Our technicians are cross-trained and equipped to perform all the necessary testing required for municipal projects.

Additionally, UES has a state-of-the-art laboratory staffed with 13 qualified and ACI/CTQP certified technicians, all available on a full-time basis 24 hours a day, 7 days a week to handle all the materials testing needs generated by this contract. We also have a team of 56 ACI certified field technicians and inspectors able to cover the most demanding tasks of this contract.

TAB 8

SURVEYS OF PAST PERFORMANCE

Survey Questionnaire – Polk County

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

To: Erin DeLany (Name of Person completing survey)

Richmond American Homes (Name of Client Company/Contractor)

Phone Number: 407.450.7314 Email: Erin.DeLany@mdch.com

Subject: Past Performance Survey of Similar work:

Project name: Hilltop Subdivision Exploration & Karst Evaluation

Name of Vendor being surveyed: Universal Engineering Sciences

Cost of Services: Original Cost: 15,550 Ending Cost: Same

Contract Start Date: July 21, 2021 Contract End Date: August 31, 2021

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Erin M. DeLany

Signature of Evaluator: DocuSigned by: Erin Delany D5E88AC6FB46431...

Please fax or email the completed survey to: _____

Revised 3.7.23

Survey Questionnaire – Polk County

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

To: Tim Daily, PE (Name of Person completing survey)

Pennoni (Name of Client Company/Contractor)

Phone Number: (215) 254-7748 Email: TDaily@Pennoni.com

Subject: Past Performance Survey of Similar work:

Project name: Lake Hamilton WWTP

Name of Vendor being surveyed: Universal Engineering Sciences

Cost of Services: Original Cost: $36,950 Ending Cost: $36,950

Contract Start Date: 11/2021 Contract End Date: 04/2022

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	NA
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Tim Daily

Signature of Evaluator: Timothy Daily Digitally signed by Timothy Daily Date: 2023.06.05 10:14:11 -04'00'

Please fax or email the completed survey to: Andrew S. Wilderotter,P.E

Survey Questionnaire – Polk County

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

To: Mr. Chris Hedum (Name of Person completing survey)

Orange County Highway Construction (Name of Client Company/Contractor)

Phone Number: 321-354-7421 Email: Chris.Hedum@ocfl.net

Subject: Past Performance Survey of Similar work:

Project name: Connector Road - Hilton Driveway to Apopka Vineland Road

Name of Vendor being surveyed: Universal Engineering Sciences, LLC.

Cost of Services: Original Cost: $173,847 Ending Cost: $149,335

Contract Start Date: 11/2019 Contract End Date: 4/2021

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Mr. Chris Hedum

Signature of Evaluator:

Please fax or email the completed survey to: rcastro@teamUES.com

Revised 3.7.23

Survey Questionnaire – Polk County

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

To: Kriss Kaye, PE (Name of Person completing survey)

Carter and Kaye Engineering, LLC (Name of Client Company/Contractor)

Phone Number: (863) 294-6965 Email: kriss@carterkaye.com

Subject: Past Performance Survey of Similar work:

Project name: Lake Conine Nature Park

Name of Vendor being surveyed: Universal Engineering Sciences

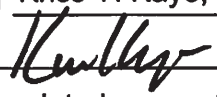
Cost of Services: Original Cost: $23,975 Ending Cost: $23,975

Contract Start Date: 05/2022 Contract End Date: 06/2023

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Kriss Y. Kaye, P.E.

Signature of Evaluator: 

Please fax or email the completed survey to: _____

Revised 3.7.23

Survey Questionnaire – Polk County

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

To: Mr. Richard Cotter (Name of Person completing survey)

J. Kokolakis Contracting (Name of Client Company/Contractor)

Phone Number: 904-377-4644 Email: cotterrichardm@gmail.com

Subject: Past Performance Survey of Similar work:

Project name: Orange County Mcleod Transfer Station Replacement

Name of Vendor being surveyed: Universal Engineering Sciences, LLC.

Cost of Services: Original Cost: $112,391.96 Ending Cost: $94,304.46

Contract Start Date: 10/2019 Contract End Date: 1/2021

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	9
3	Quality of workmanship	(1-10)	9
4	Professionalism and ability to manage	(1-10)	9
5	Close out process	(1-10)	8
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	9
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	9
11	Overall Client satisfaction and comfort level in hiring	(1-10)	9
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	9

Printed Name of Evaluator Mr. Richard Cotter

Signature of Evaluator:

Please fax or email the completed survey to: rcastro@teamUES.com

Survey Questionnaire – Polk County

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

To: Cass Hurst (Name of Person completing survey)

Orange County Public Schools (Name of Client Company/Contractor)

Phone Number: 561-248-1632 Email: churst@whartonsmith.com

Subject: Past Performance Survey of Similar work:

Project name: OCPS Ste 113-H-W-4

Name of Vendor being surveyed: Universal Engineering Sciences, LLC

Cost of Services: Original Cost: $237,632 Ending Cost: $216,538

Contract Start Date: 11/2019 Contract End Date: 11/2021

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Cass Hurst

Signature of Evaluator:

Please fax or email the completed survey to: rcastro@teamues.com

Revised 3.7.23

universalengineering.com

POLK COUNTY RFP Number 23-328
Professonal Geotechnical Services and Construction Material Testing and Inspection
Universal Engineering Sciences
Fee Schedule
SEPTEMBER 2023

Job Classification	Range of Raw labor Rates $ Per Hour		Range of Hourly Billing Rates $ Per Hour	
	Min	Max	Min	Max
Project Principal	70.00	95.00	210.00	285.00
Project Manager	35.00	50.00	105.00	150.00
Chief Engineer	60.00	85.00	180.00	255.00
Senior Geotechnical/Environmental Project	45.00	60.00	135.00	180.00
Geotechnical/Environmental Project Engineer	35.00	50.00	105.00	150.00
Geotechnical Staff Engineer	30.00	40.00	90.00	120.00
Geologist	30.00	50.00	90.00	150.00
CADD Operator	22.00	35.00	66.00	105.00
Senior Field Inspector	20.00	35.00	60.00	105.00
CTQP Inspector - Level I	20.00	30.00	60.00	90.00
CTQP Inspector - Level 2	24.00	36.00	72.00	108.00
Field Inspector/Technician	18.00	25.00	54.00	75.00
Clerical	18.00	25.00	54.00	75.00

Direct Labor	1.000
Payroll Burden / Fringe Benefits	0.650
Overhead / General Administrative	1.040
Subtotal	2.690
Profit (12%)	0.320
Total Multiplier	3.00

#	ITEM	Cost Per Unit	Unit of Measure
1	In-Place Density (4 per trip, exclusive of travel time)	$30.00	Each
	Standard or modified proctors Standard	$115.00	Each
2	Modified	$115.00	Each
3	Limerock Bearing Ratio (LBR) 4 points	$350.00	Each
	Compressive Strength of Concrete Cylindes (4 per set) 4X8	$150.00	Set
4	6X12	$150.00	Set
5	Compressive strength of Soil-Cement pills (4 per set)	$115.00	Set
6	Core drilling & soils analysis	QPJ	Each
	STEEL INSPECTION		
	Inspection of Welds & Bolt Torqueing		
	A) At Plant	$85.00	Hour
	B) At Job Site	$85.00	Hour
	1. One (1) Man Inspection	$85.00	Hour
	Crew		
	2. Two (2) Men Inspection	$170.00	Hour
1	Crew		
2	Reinforcing Steel Inspection	$85.00	Hour
3	Nondestructive Testing of Steel & Connections	$95.00	Hour
	GEOTECHNICAL INVESTIGATIONS & SOIL TESTS		
	Standard Penetration Test Borings (ASTM D-1586)		
	(Minimum 50 feet per job)		
	A) 0-50 foot depth interval	$17.00	L.F.
	B) 50-100 foot depth interval	$19.00	L.F.
	C) 100-125 foot depth interval	$22.00	L.F.

1	D) 125-150 foot depth interval	$27.00	L.F.
2	Solid Auger Stem Borings (minimum 100 feet per job)	$11.00	L.F.
3	Manual Auger Borings	$11.00	L.F.
4	Drill Service from Floating Platform	QPJ	Each
5	Rock Coring	$52.00	Per Foot
6	Installation of Steel Casing	QPJ	Per Foot
7	Ground Penetrating Radar	$2,750.00	Day
8	Cone Penetrometer Sounding	$18.00	Per Foot
9	Dilatometer Soundings	QPJ	Each
	Atteberg Limits		
	A) Liquid Limit (LL) Plastic Limit (PL)	$105.00	Sample
10	B) Shrinkage Limit (SL)	$105.00	Sample
11	California Baring Ratio (3 Points)	$400.00	Sample
	Consolidation	$550.00	Sample
12	A) Consolidation with Reload	$650.00	Add'l Rld
13	Corrosion Resistance (pH and R)	$150.00	Sample
14	Field Density Tests (Min 3 p/trip - exclusive of travel time)	$30.00	Each
15	Florida Bearing Value (FBCV)	$45.00	Sample
16	Florida Bearing Value Determination of Blend Proportions	$400.00	Set of 3
	Grain Size:		
	A) Hydro Analysis	$140.00	Sample
17	B) Sieve Analysis (Wash 200 Sieve)	$55.00	Sample
18	Ground Penetrating Radar	$2,750.00	Day
	GEOTECHNICAL INVESTIGATIONS & SOIL TESTS		
19	Limerock Bearing Ratio (LBR) (4 point)	$350.00	Sample
20	Limerock Bearing Ratio (LBR) (5 point)	$425.00	Sample
21	Moisture Content	$15.00	Sample
	Moisture Density Test Standard Proctor	$115.00	Each
22	Modified Proctor	$115.00	Each
	Muck Probing		
	2 Man Crew	$1,250.00	Day
23	3 Man Crew	$1,650.00	Day
24	Organic Content Determination	$50.00	Sample
25	**Monitor Well Installation includes permits, lithologic log,**		
	and report -2" or 4" PVC with removable, water-tight plug		
	Hollow Stem Auger Boring	$14.00	L.F.
	Casing: 2-inch PVC (site spec. may require stickup)	$32.00	L.F.
	Casing: 4-inch PVC (site spec. may require stickup)	$44.00	Each
	Casing: 2-inch Steel (site spec. may require stickup)	$36.00	L.F.
	Casing: 4-inch Steel (site spec. may require stickup)	$78.00	Each
	0.010-inch Filter Screen: 2-inch PVC + min. 6-inch tail	$32.00	L.F.
	0.005-inch Filter Screen: 2-inch PVC + min. 6-inch tail	$34.00	L.F.
	0.010-inch Filter Screen: 4-inch PVC + min. 6-inch tail	$44.00	Each
	0.005-inch Filter Screen: 4-inch PVC + min. 6-inch tail	$50.00	Each
	Filter Sand: Varied from approx. 30/65 to approx. 20/30	$13.00	
	Bentonite: Chips / Balls	$21.00	Bag
	Bentonite: Slurry / Slurry by tremie pipe	$23.00	Bag
	Neat Grout	$75.00	
	Protective Casing (Hinged top and lockable) w/ name plate	$225.00	Each
	Concrete Pad (2'x2'x4" above-ground or 12-inch		
	flush-mount round)	$225.00	Each
	Concrete -filled, Painted, Protective Bollard min. 4.5-inch O.D.		
	max 6-inch O.D. (4-foot tall / 2-foot buried)	$175.00	Each
26	Well Abandonment includes permits and report		
	2-inch Well	$25.00	Per Scope
	4-inch Well	QPJ	Each
	Tracked-Mounted Direct Push Technology (DPT)		
27	Rig w/all equiment and creww	QPJ	Day
	GEOTECHNICAL INVESTIGATIONS & SOIL TESTS		
28	Ph	$45.00	Each
	Permeability Tests - Field (15', 2 depths)		
29	(Excluding auger borings & vertical	$500.00	Each
	Permeability Tests - Laboratory		

	Granular Soil	$300.00	Sample
30	Cohesive Soil	$400.00	Sample
31	Soil-Cement. Field Testing & Observation	$70.00	Hour
32	Soil-Cement, Laboratory Design Mixes (FOB Laboratory)	$1,100.00	Mix
33	Soil Plate Load Test (ASTM)	QPJ	Per Scope
34	Specific Gravity	$95.00	Sample
35	Double Ring Infiltrometer Test	$500.00	Each
36	Relative Density Test	$150.00	Each
	Triaxial Compression Test (CU) (3 points)	$600.00	Each
37	Additional Points	$350.00	Each
38	Unconfined Compression Tests	$175.00	Each
39	Undisturbed Thin-Walled Tube Sampling	$155.00	Each
40	Unit Weight	$90.00	Each
	ASPHALTIC CONCRETE INSPECTION SERVICES		
1	Asphaltic Concrete Paving Plant Inspection	$725.00	Day
2	Asphalt Mix-Extraction and Gradation	$175.00	Sample
3	Asphalt Mix-Bulk Specific Gravity	$115.00	Sample
4	Asphalt Mix-Gradation	$100.00	Sample
5	Asphalt Mix-Maximum Specific Gravity	$160.00	Sample
6	Asphalt Mix-Temperature	$25.00	Each
7	RAP-Asphalt Binder Content	$125.00	Sample
8	RAP-Gradation	$100.00	Sample
9	RAP-Maximum Specific Gravity	$150.00	Sample
10	Coring Pavement for… Density and/or Thickness	$90.00	Each
11	Asphalt Core Density (Core provided by others)	$55.00	Sample
12	Gyratory Compaction for SuperPave AASH to TP4-00	QPJ	Set of 2
13	Quantitative Determination of Asphalt Content from Asphalt Paving Mixtures by the ignition Method FM5-563	$200.00	Each
	CONCRETE TESTING		
	Concrete Aggregate Tests (FOB Lab)		
	Sieve Analysis… Fine	$85.00	
1	Coarse	$145.00	Sample
2	Absorption	$80.00	Sample
3	Specific Gravity	$100.00	Sample
4	Unit Weight	$70.00	Sample
5	Material Finer than No. 200 Sieve	$55.00	Sample
6	Organic (Color Metric ASTM C-40)	$55.00	Sample
7	Salt Content	$105.00	Sample
8	Los Angeles Abrasion	$450.00	Sample
	Soundness (5 cycle sodium sulfate)	$425.00	Sample
9	(5 cycle magnesium sulfate)	$375.00	Sample
10	Masonry Mortar strength Comparative, Sand or Water	QPJ	Sample
	Concerete Beams		
11	Flexural Strength, Making & Testing (3 tests per set)	$250.00	Set
	Concerete masonry Units or Prisms		
12	Compressive Strength, ASTM C-140, 5 Specimens	$200.00	Set
13	Absorption & Moisture Content, ASTM C-150, 5 Specimens	$200.00	Set
14	Comp. Strength Testing of Hollow Masonry Prisms ASTM E-477	$125.00	Prism
15	Comp. Strength Testing of Hollow Masonry Prisms with Grouted Cells ASTM E-477	$150.00	Prism
16	Molding, Curing & Testing of 2"X2" Masonry Mortar Cubes (3)	$120.00	Hour
17	Concrete Masonry Units. ASTM Test (5 com. + 5 Abs tets)	$350.00	Set
	Concrete Coring		
18	Securing Structural or Pavement Cores, Compression Tests & Thickness	QPJ	Hr/2 man
19	Coring Site Accessible-Does Not include mobilization charge, staging and/or scaffolding, 4" diameter or smaller 6" thickness or less Compresive Strength of Concrete Cores (Provided by others)	QPJ	Hr/2 man
	Grout Cubes		
20	Making and Compression Tests of 2" Cubes from Job Site (3)	$125.00	Hour
	Concrete Cylinders		
21	Making & Comp. Test of 6"X12" Cylinders (Slump Test Incl.)	$155.00	Set

22	Compression Tests of 6"X12" Cylinders	$35.00	Each
23	Extra Slump Tests	$18.00	Each
24	Air Content Tests	$25.00	Each
Concrete Design Mixes			
25	Concrete Design Mixes (including standard aggregate tests & one trial batch with 6 compression test cylinders)	QPJ	Each
26	Brush/Loss (for Soil-Cement basis) ASTM Durarock & Pug Mix	QPJ	Each
27	Linear Shrinkage Tests or Concrete Block (ASTM 426)	QPJ	Each
28	Concrete Ready Mix Plant or Job Inspection	QPJ	Hour
29	Pre-Fabricated Panel Tests, ASTM or FHA	QPJ	Each

QPJ= Quote per job

Fran McAskill
Director
Procurement Division

330 West Church Street
P.O. Box 9005, Drawer AS05
Bartow, Florida 33831-9005
Phone: (863) 534-6757
Fax: (863) 534-6789
www.polk-county.net

EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

1. Reproduction Cost

A. Regular Copying	Single Side	Double Sided
8 ½ x 11 (black & white)	$ 0.15/page	$ 0.25/sheet
8 ½ x 11 (color)	$ 0.30/page	$ 0.40/sheet
8 ½ x 14 (black & white)	$ 0.15/page	$ 0.25/sheet
8 ½ x 14 (color)	$ 0.30/page	$..0.40/sheet
11 x 17 (black & white)	$ 0.25/page	$ 0.35/sheet
11 x 17 (color)	$ 0.40/page	$ 0.50/sheet
9 ½ x 24 Single Side Only	$ 1.00/page	
17 x 22 Single Side Only	$ 2.00/page	
18 x 24 Single Side Only	$ 2.00/page	
24 x 36 Single Side Only	$ 3.00/page	
30 x 30 Single Side Only	$ 5.00/page	
32 x 34 Single Side Only	$ 5.00/page	
Other sizes-per square inch	$ 0.03/page	
Compact Digital Disk	$ 6.00/disk	
B. Blueprint Copy		$10.00/page

2. Subcontractor Services — Actual Costs
3. Special Consultants — Actual costs
4. Computer Services — Non-reimbursable
5. Travel Expenses — In accordance with Chapter 112.061, F.S.; and further defined in the Polk County Employee Handbook.
6. Postage, Fed Express, UPS — Actual Costs
7. Pre-approved Equipment (includes purchase and rental of equipment used in project) — Actual Costs

MASTER CONSULTING AGREEMENT

THIS AGREEMENT is entered into as of the Effective Date (defined in Section 1.1 below) by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida 33830, and WSP USA Environment & Infrastructure, Inc. (the "Consultant") a Florida corporation, located at 5015 South Florida Avenue, Lakeland, Florida 33813, and whose Federal Employer Identification Number is: 91-1641772.

WHEREAS, County owns and operates a variety of public facilities and improvements; and,

WHEREAS, County requires certain professional services in connection with the performance of certain professional geotechnical services and construction material testing and inspection for all Divisions in the County; and

WHEREAS, the County has solicited for these services via RFP 23-328, an advertised request for proposals (the "RFP"), and has received numerous responsive proposals thereto; and

WHEREAS, pursuant to the RFP, the County has selected the Consultant and the Consultant remains agreeable to providing the County the professional services described herein, and the Consultant represents that it is capable and prepared to do so according to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the parties hereby agree, as follows:

1.0 **Term**

1.1 This Agreement shall take effect on the date of its execution by the County (the "Effective Date").

1.2 The term of this Agreement shall be for a five (5) year time period, commencing upon the Effective Date and remaining in full force and effect thereafter, unless otherwise sooner terminated as provided herein.

2.0 **Services to Be Performed by Consultant**

2.1 Consultant shall perform the services as generally described in (i) the County's Request for Proposals RFP 23-328, to include all attachments and addenda, and (ii) the Consultant's responsive proposal thereto (collectively, (i) and (ii) are "RFP 23-328") all of which are incorporated into this Agreement by this reference, attached hereto as a composite Exhibit "A" and made a part of

this Agreement, and as may be further specifically designated and authorized by the County, in writing (collectively, the "Services"). Such authorization will be referred to as a Consultant Services Authorization ("CSA") or a Contract Purchase Order ("CPO") and all provisions of this Agreement apply to the CSA/CPO with full force and effect as if appearing in full within each CSA/CPO. Each CSA/CPO will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages, and completion date, and shall become effective upon the due execution.

2.2 The Consultant is not authorized to undertake any project without a duly executed CSA/CPO, which shall specify the work to be performed and the time to be completed. Consultant recognizes that the County may employ several different Consultants to perform the work described and that the Consultant has not been employed as the exclusive agent to perform any such services.

2.3 When the Consultant and the County enter into a CSA/CPO where the term of the CSA/CPO expires on a date that is later than the date that this Master Consulting Agreement expires, the Consultant and the County agree that the terms of this Agreement and any amendments, attachments or provisions thereof are automatically extended until the expiration (including any extension or amendment thereto) or full completion of the requirements of the CSA/CPO have been performed. Cancellation by the County of any remaining work prior to the full completion of the requirements of the CSA/CPO shall cause the terms of this Agreement to terminate at the same time. This provision only applies when the expiration of the CSA/CPO extends beyond the expiration of this Agreement. It does not apply when a CSA/CPO expires or is cancelled prior to the expiration of this Agreement.

3.0 Compensation

3.1 General

3.1.1 County shall pay Consultant in accordance with the "WSP Labor Rate" and the "Unit Rate Fee Schedule", both of which are attached hereto, as a composite Exhibit "B" and incorporated by reference as part of this Agreement. The WSP Labor Rate Schedule identifies all job classifications, which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the WSP Labor Rate Schedule will result in nonpayment for such services.

3.1.2 Upon the mutual agreement of the parties, the Fee Schedule, as set out in Exhibit "B" may be adjusted by a written Amendment to the Master Consulting Agreement annually beginning one year from the Effective Date of this Agreement. Such amendment must be executed by both parties and shall operate prospectively only and shall not alter fee schedules for CSA's/CPO's in effect at the time of the amendment.

3.1.3 Compensation may be negotiated as a not to exceed price or a lump sum amount on a per-project basis, on each individual CSA/CPO.

3.1.4 Invoices must reference the applicable CSA/CPO number, using an invoice form approved by the County Auditor.

3.1.5 Each individual invoice shall be due and payable forty-five (45) days after receipt by the County of correct, fully documented, invoice, in form and substance satisfactory to the County with all appropriate cost substantiations attached. All invoices shall be delivered, as applicable based on the particular project:

Polk County Roads and Drainage Division
3000 Sheffield Road,
Winter Haven, FL 33880
Attention: Director

3.1.6 In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the County. This certifies that all services have been properly performed and all charges and costs have been invoiced to the County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the Consultant.

3.1.7 Payment of the final invoice shall not constitute evidence of the County's acceptance of the work

3.1.8 Invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional documents may be requested by County and, if so requested, shall be furnished by Consultant to County Auditor's satisfaction.

3.1.9 By submission of an invoice, the project manager or designated payroll officer is deemed to be attesting to the correctness and accuracy of time charges and requested

reimbursements.

3.1.10 Pursuant to Section 3.1.4, if a not to exceed fee is negotiated, invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Alternatively, if a lump sum amount is negotiated, invoices shall be made upon the completion of each phase of the work in proportion to the Services performed, as specifically set forth in the applicable CSA or CPO. Additional documentation may be requested by the County and, if so requested, shall be furnished by the Consultant to the County Auditor's satisfaction.

3.2 Reimbursable

3.2.1 All requests for payment of out-of-pocket expenses eligible for reimbursement per the negotiated CPO or CSA shall be reimbursed in accordance with the County's Reimbursable Schedule, Exhibit "C", and include copies of paid receipts, invoices or other documentation acceptable to the County's Auditor. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Agreement, CSA, or CPO.

3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the applicable CSA or CPO, and include:

Overnight Deliveries
Reproduction
Sub-Consultant
Long Distance Telephone Calls (excluding Florida cities located outside the boundaries of Polk County)

3.2.3 Mileage and associated travel costs shall be reimbursed in accordance with F.S. 112.061 and County policy for pre-approved out-of-county travel (excluding travel from home offices located outside of Polk County to the Polk County line).

3.2.4 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the County upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the Polk County Roads and Drainage Division offices upon demand, termination of the Agreement, or the conclusion of the project, whichever occurs first.

3.2.5 Consultant shall maintain a current inventory of all such assets.

4.0 **Insurance**

4.1 General Provisions

4.1.1 Consultant shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below and provide the County with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the County to evidence such coverage before any work commences.

4.1.2 The County shall be named as an additional insured on all Consultant policies related to the project, excluding professional liability and worker's compensation. The Commercial General Liability and Worker's Compensation Liability policies shall contain a waiver of subrogation in favor of Polk County. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.

4.1.3 The Consultant's self-insured retention or deductible per line of coverage shall not exceed $25,000.00 without the permission of the County.

4.1.4 If there is any failure by the Consultant to comply with the provisions of this section, the County may, at its option, on notice to the Consultant, suspend the work for cause until there is full compliance.

4.1.5 County may, at its sole discretion, purchase such insurance at Consultant's expense provided that the County shall have no obligation to do so and if the County shall do so, it shall not relieve Consultant of its obligation to obtain insurance.

4.1.6 The Consultant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

4.1.7 All Consultants' subconsultants shall be required to include County and Consultant as additional insured on their General Liability Insurance policies.

4.1.8 In the event that subconsultants used by the Consultant do not have insurance, or do not meet the insurance limits, Consultant shall indemnify and hold harmless the County

for any claim in excess of the subconsultants' insurance coverage.

4.1.9 The Consultant shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the County.

4.2 Comprehensive Automobile Liability Insurance. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

4.3 Commercial General Liability. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

4.3.1 Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

4.3.2 Independent Contractors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

4.4 Umbrella (Excess) Liability Insurance. Umbrella Liability with limits of not less than $1,000,000.00, exclusive of defense costs, to be in excess of all other coverages. Such coverage shall be at least as broad as the primary coverages above, with any excess umbrella layers written on a strict following form basis over the primary coverage. All such policies shall be endorsed to provide defense coverage obligations.

4.5 Professional Liability Insurance. $2,000,000.00 for design errors and omissions, inclusive of defense costs. Consultant shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the County Director of Risk

Management and Insurance. The County may require the Consultant to provide a higher level of coverage for a specific project and time frame.

4.6 Performance, Payment and Other Bonds. Consultant shall furnish Performance and Payment Bonds specific to each project if required and agreed to under the CSA or CPO for the project.

4.7 Worker's Compensation. The Consultant shall provide, pay for, and maintain worker's compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

5.0 **Standard of Care**

5.1 Consultant has represented to the County that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

5.2 Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

5.3 Consultant shall, at no additional cost to County, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

5.4 The Consultant warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

6.0 **Indemnification**

6.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, County and Consultant agree to allocate such liabilities in accordance with this Section.

6.2 Indemnification.

6.2.1 Consultant, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees costs and

expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Consultant to comply with applicable laws, rules or regulations, (ii) the breach by Consultant of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Consultant's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant, its professional associates, its subcontractors, agents, and employees provided, however, that Consultant shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

6.2.2 County review, comment and observation of the Consultant's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

6.2.3 Consultant agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subconsultants and their employees, and/or for Consultant's performance of this Agreement and its work product(s).

6.3 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Agreement shall survive as if the Agreement were in full force and effect.

7.0 **Independent Contractor**

7.1 Consultant undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

7.2 County shall have no right to supervise the methods used, but County shall have the right to observe such performance.

7.3 Consultant shall work closely with County in performing Services under this Agreement.

7.4 The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and

shall have no right to speak for or bind the County in any manner.

7.5 Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

8.0 **Authority to Practice**

8.1 The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

9.0 **Public Records Law**

(a) The Consultant acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Consultant further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Consultant shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Contractor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE**

CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET

10.0 **Compliance with Laws**

10.1 In performance of the Services, Consultant shall comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards, including those now in effect and hereafter adopted.

11.0 **Subcontracting**

11.1 The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

11.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subcontractor by the County. Failure of a Subcontactor to timely or properly perform its obligations shall not relieve Consultant of its obligations hereunder.

12.0 **Federal and State Taxes**

12.1 The County is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the County will provide an exemption certificate to Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the County, nor shall the Consultant be authorized to use the County's Tax Exemption Number in securing such materials.

13.0 **Public Entity Crimes**

13.1 The Consultant understands and acknowledges that this Agreement with the

County will be voidable by the County, in the event the conditions under Section 287.133, Florida Statutes applies to the Consultant, relating to conviction for a public entity crime.

14.0 **County's Responsibilities**

14.1 County shall be responsible for providing access to all County project sites, and providing information in the County's possession that may reasonably be required by Consultant, including; existing reports, studies, financial information, and other required data that are available in the files of the County.

15.0 **Termination of Agreement**

15.1 This Agreement may be terminated by the Consultant upon thirty (30) days prior written notice to the County in the event of substantial failure by the County to perform in accordance with the terms of the Agreement through no fault of the Consultant.

15.2 This Agreement may be terminated by the County with or without cause immediately upon written notice to the Consultant.

15.3 Unless the Consultant is in breach of this Agreement, the Consultant shall be paid for services rendered to the County's satisfaction through the date of termination.

15.4 After receipt of a Termination Notice, as described in this Article 15.0, and except as otherwise directed by the County, the Consultant shall:

15.4.1 Stop work on the date and to the extent specified.

15.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

15.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the County.

15.4.4 Continue and complete all parts of the work that have not been terminated.

16.0 **Uncontrollable Forces (Force Majeure)**

16.1 Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations

under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

17.0 **Governing Law and Venue**

17.1 This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or the United States District Court, Middle District of Florida located in Hillsborough County, Florida. Each party shall be responsible for its own attorneys' fee and other legal costs and expenses.

18.0 **Non-Discrimination**

18.1 The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

19.0 **Waiver**

19.1 A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

20.0 **Severability**

20.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

20.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

20.3 The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

20.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

21.0 **Entirety of Agreement**

21.1 The County and the Consultant agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

21.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the County and Consultant pertaining to the Services, whether written or oral.

21.3 None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

22.0 **Modification**

22.1 This Agreement may not be modified unless such modifications are evidenced in writing signed by both County and Consultant. Such modifications shall be in the form of a written Amendment executed by both parties.

23.0 **Successors and Assigns**

23.1 County and Consultant each binds itself and its partners, successors, permitted assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, permitted assigns, and legal representatives of such other party.

23.2 Consultant shall not assign this Agreement without the express written approval of the County by executed amendment, which approval may be withheld in the County's sole discretion.

23.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this agreement and such substitution shall be affirmed by the County by executed amendment.

24.0 **Contingent Fees**

24.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

25.0 **Truth-In-Negotiation Certificate**

25.1 Execution of this Agreement by the Consultant shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the Effective Date of this Agreement.

25.2 The said rates and costs shall be adjusted to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent

wage rates or due to inaccurate representations of fees paid to outside consultants. The County shall exercise its rights under this "Certificate" within one (1) year following payment.

26.0 **Ownership of Documents**

26.1 Consultant shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the County for its use and/or distribution as may be deemed appropriate by the County. Consultant is not liable for any damages, injury or costs associated with the County's use or distribution of these documents for purposes other than those originally intended by Consultant.

27.0 **Access and Audits**

27.1 Consultant shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the Consultant's place of business.

27.2 Misrepresentations of billable time or reimbursable expenses as determined by the Auditor to the Polk County Board of County Commissioners shall result in the recovery of any resulting overpayments. The County's cost of recovery shall be the sole expense of the Consultant, including accounting and legal fees, court costs and administrative expenses.

27.3 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

27.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

28.0 **Notice**

28.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to County: Roads and Drainage Division
3000 Sheffield Road
Winter Haven, FL 33880

Attention: Director

As to Consultant: WSP USA Environment & Infrastructure
5015 South Florida Avenue
Suite 301
Lakeland, Florida 33813

28.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

28.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and County.

29.0 **Service of Process**

As to County: County Attorney
County Administration Building
330 W. Church Street, 4th Floor
Bartow, Florida 33830

As to Consultant: WSP USA Environment & Infrastructure
5015 South Florida Avenue
Suite 301
Lakeland, Florida 33813

30.0 **Contract Administration**

30.1 Services of Consultant shall be under the general direction of the Roads and Drainage Division Director, or their successor, who shall act as the County's representative during the term of this Agreement.

31.0 **Key Personnel**

31.1 Consultant shall notify County in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to changes. Consultant at County's request shall remove without consequence to the County any Subcontractor or employee of the Consultant and replace him/her with another employee having the

required skill and experience. County has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Name: Brian Hathaway

Name: Ahmed Zein

Name: David Butcher

Name: Michael Kelley

Name: Kirby Lastinger

Name: Alexander Rojas

Name: Adil Khan

Name: Dennis Crawford

Name: Eduardo Hernandez

32.0. **Annual Appropriations**

32.1 Consultant acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation.

33.0 **Liquidated Damages**

33.1 The parties hereto agree that liquidated damages, in the amount specified in the applicable CSA/CPO, will be assessed against the Consultant for Consultant's failure to meet the final deliverable date in the Performance Schedule in the Scope of Work, but only to the extent and in proportion to Consultant's fault in causing the delay as compared to other causes, and to the extent the Consultant is not delayed by reasons beyond Consultant's reasonable control.

34.0 Employment Eligibility Verification (E-VERIFY)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

35.0 Limitation of Liability.

IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE CONSULTANT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

36.0 Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

(i) By its execution of this Agreement, the Consultant hereby certifies to the County that the Consultant is not on the Scrutinized Companies that Boycott Israel List, created pursuant to

Section 215.4725, Florida Statutes, nor is the Consultant engaged in a boycott of Israel, nor was the Consultant on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000), then the Consultant further certifies to the County as follows:

(a) the Consultant is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Consultant is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Consultant is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Consultant was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Consultant hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Consultant for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Consultant is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Consultant is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Consultant is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Consultant is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000).

37. No Construction Against Drafter

37.1 The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

38. Unauthorized Alien(s)

The Consultant shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of

unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Consultant shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY M. BUTTERFIELD

By:_____
Deputy Clerk

Polk County, a political subdivision of the State of Florida

By:_____
George Lindsey III, Chairman
Board of County Commissioners

Date Signed by County:_____

Review as to form and legal sufficiency

Sandra B. Hall 10/5/23
County Attorney's Office Date

ATTEST:

By:_____
Corporate Secretary

_____
[Print Name]

DATE:_____

WSP USA Environment & Infrastructure, Inc.

a Florida corporation

By: Mark C. Diblin

Mark C. Diblin
[Print Name]

Senior Vice President
[Title]

DATE: 10-10-2023

SEAL

WSP USA ENVIRONMENT & INFRASTRUCTURE INC.
CORPORATE
SEAL
NEVADA

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 _____

KRISTEN LANGFORD
Notary Public
State of Florida
Comm# HH367629
Expires 2/28/2027

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF Florida County OF Alachua
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐online notarization this Oct. 10 2023 (Date) by Mark Diblin (Name of officer or agent) as Senior Vise 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 Oct 10 2023 _____(Date) _____ (Official Notary Signature and Notary Seal)
Kristen Langford (Name of Notary typed, printed or stamped)
Commission Number HH367629 Commission Expiration Date 2/28/2027

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 _____

Rev 4.16.21

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____(Date) by _____ (Name of acknowledging partner or agent) on behalf of _____a partnership. He/She personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced_____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date) _

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

Exhibit A

RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal proposals from vendors that are interested in providing professional services to support the needs of the County for geotechnical services and construction material testing and inspection here as described herein. Sealed proposals must be received in the Procurement Division, prior to the due date and time listed below.

RFP Number and Title: 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

Description: Provide professional services to support the needs of the County for geotechnical services and construction material testing and inspection.

Receiving Period: Prior to 2:00 p.m., Wednesday, June 7, 2023

Bid Opening: Wednesday, June 7, 2023, at 2:00 p.m. or as soon as possible thereafter.

This form is for RFP registration only. Please scroll down for additional information.

Questions regarding this RFP must be in writing and must be sent to Michael Guerrero Sr. Procurement Analyst, via email at michaelguerrero@polk-county.net or via fax at (863) 534-6789. All questions must be received by, Tuesday, May 30, 2023, 4:00 p.m.

RFP REGISTRATION

You MUST register using this form in order to receive notice of any addenda to these documents. Please fax the completed form to the Polk County Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

RFP Number: 23-328

RFP Title: Professional Geotechnical Services and Construction Material Testing and Inspection

This form is for RFP registration. Please scroll down for additional information.

This form is for bid registration only. Please scroll down for additional information.

Carefully complete this form and return it to the Procurement Division via e-mail to procurement@polk-county.net or fax (863) 534-6789. You must submit one form for each solicitation that you are registering for.

Company Name: _____

Contact Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

PROPOSAL SUBMITTAL INSTRUCTIONS

Proposers must submit their proposal prior to 2:00 p.m. on the receiving date. Proposals must be submitted in a “sealed” parcel or electronically through Polk County’s secure website, Kiteworks. Proposals will be publicly opened at 2:00 p.m. on the receiving date.

Sealed Parcel Submittal:

If you are submitting a sealed parcel proposal submit one (1) original marked ORIGINAL and five (5) copies marked COPY of the proposal in a sealed parcel to the Procurement Division. The parcel should be labeled “RFP #23-328, Professional Geotechnical Services and Construction Material Testing and Inspection” and marked with the proposer’s name and address. The Proposals may be mailed or delivered to:

Polk County Procurement Division

330 West Church Street, Room 150

Bartow, FL 33830

To assist with labeling the sealed parcel, please cut along the outer border and affix this label. Be sure to include the name of the company submitting the proposal where requested.

Sealed Proposal. DO NOT OPEN	
RFP Number	23-328
RFP Title	Professional Geotechnical Services and Construction Material Testing and Inspection
Due Date/Time:	June 7, 2023, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

Proposals may be mailed, express mailed or hand delivered. It is the Proposers responsibility to ensure their package is delivered to the Procurement Division prior to

2:00 p.m. on the Receiving date and time referenced above. Proposals delivered at 2:00 p.m. or later will not be accepted.

Electronic Proposals Submittal:

All prospective Proposers that are interested in submitting their proposals electronically can do so via the County's secure electronic submittal website, Kiteworks. Proposers must email michaelguerrero@polk-county.net at least 48 hours prior to opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for the Cost Tab, if applicable. Please use the name convention of your files as follow:

"RFP 23-328 Tab 1"

"RFP 23-328 Tab 2"

"RFP 23-328 Tab 3"

"RFP 23-328 Tab 4"

"RFP 23-328 Tab 5"

"RFP 23-328 Tab 6"

"RFP 23-328 Tab 7"

"RFP 23-328 Tab 8"

For more instructions, a video tutorial has been produced to further explain the electronic solicitation submittal process. It can be found by clicking here for RFP Submittals: https://youtu.be/vkn_7AHgioE. If you need assistance accessing this website due to ADA or any other reason, please email Michael Guerrero at michaelguerrero@polk-county.net.

Procurement recommends that Proposers submitting electronically double check the documents submitted into Kiteworks to ensure all requested tab information has been uploaded. Failure to upload the requested tab information may result in the proposal being deemed nonresponsive.

POLK COUNTY
Procurement Division
Fran McAskill
Procurement Director
REQUEST FOR PROPOSAL 23-328

Professional Geotechnical Services and Construction Material Testing and Inspection

Sealed proposals will be received in the Procurement Division, **Wednesday, June 7, 2023, prior to 2:00 p.m.**

Attached are important instructions and specifications regarding responses to this Request for Proposal (the "RFP"). The failure of a responding proposer (a "Proposer") to follow these instructions could result in Proposer disqualification from consideration for a contract to be awarded pursuant to this RFP.

This document is issued by Polk County (the "County") which is the sole distributor of this RFP and all addenda and changes to the RFP documents. The County shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The County shall post all such addenda, together with any other information pertaining to this RFP, on the County's website at

http://www.polk-county.net/procurement/procurement-bids. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a "Proposal") to this RFP to ensure that that the Proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the Proposer should not rely on such sources for information regarding the RFP solicitation.

Questions regarding this RFP must be in writing and must be sent to Michael Guerrero, via email at michaelguerrero@polk-county.net or via fax at (863) 534-6789. All questions must be received by May 30, 2023, 4:00 p.m.

Proposers and any prospective Proposers shall not contact, communicate with or discuss any matter relating in any way to this RFP with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated above. This prohibition begins with the issuance of the Request for Proposal and ends upon execution of a contract. Any such communication initiated by a Proposer or prospective proposer shall be grounds for disqualifying the offender from consideration for a contract to be awarded pursuant to this RFP and for contracts to be awarded pursuant to RFPs or Requests for Bid that the County may issue in the future.

A Proposer's responsive Proposal to this RFP may be mailed, express mailed, or hand delivered to:
Polk County Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830
(863)534-6757

INTRODUCTION

Polk County, a political subdivision of the State of Florida seeks professional geotechnical services and construction material testing and inspection, and as further defined in the Scope of Services below.

Polk County's Selection Process for consultants' services is in accordance with Section 287.055, Florida Statutes, the Consultants' Competitive Negotiations Act ("CCNA"). The Professional Services Selection Committee will review the qualifications of all submitting firms.

It is the intent of the County to select and negotiate a Master Consulting Agreement with multiple firm(s).

The County will negotiate a fee schedule and or overall lump sum price as part of "Selection Process", Elevation Level 4 Contract Negotiations.

Services under this contract will be in compliance with Section 287.055 of the Florida Statutes referred to as the "Consultants' Competitive Negotiation Act" (CCNA). Polk County's Procurement Procedure's Manual outlines the Procedures for Contracting for Professional Services Covered by CCNA. These procedures outline the process used for the selection of a consulting firm awarded through this RFP process.

All services must be performed in accordance with applicable Federal, State and Local regulations.

SCOPE OF SERVICES

The scope of services shall include, but not be limited to in-place density tests; standard or modified proctors; limerock bearing ratio test; compressive strength of concrete cylinders; compressive strength of soil-cement pills; Super Pave - asphalt binder content, gradations, gyratory pills, pavement density, air voids; core drill & soils analysis; steel inspection; geotechnical investigations & soil testing; asphaltic concrete inspection services; concrete testing, which includes, but is not limited to the specific services listed on Exhibit "A" at the end of this document. All reports submitted by the Consultant(s) shall include specific recommendations, as applicable.

The County shall request the services on an as-needed basis. There is no guarantee that any or all of the services described in the agreement will be assigned during the term of the agreement. Further, the Consultant is providing these services on a nonexclusive basis. The County, at its option, may elect to have any of the services set forth herein performed by other consultants or County staff.

AGREEMENT

The Master Consulting Agreement will be for five (5) years unless otherwise terminated in accordance with the master service agreement.

EVALUATION CRITERIA

Proposals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this RFP are not desired and may be construed as an indication of the Proposer's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired unless specifically requested. The Proposal responses shall be contained within a three-ring binder (original and each copy in separate binders). For the purposes of this RFP, one page equals a single sided page. It is requested that the responses be in the same order as the selection and evaluation procedures. The submittals should include the following:

Tab 1 Executive Summary

(Items a-c: Maximum of two (2) pages

a) Name, company name, address, telephone number, and email address.
b) State the number of years in business, as the same company/firm.
c) State the number of full-time employees.
d) Provide documentation showing proper incorporation by the Secretary of State.
e) Provide a copy of the firm's applicable certification(s) from the State of Florida allowing them to provide the services as outlined in the Scope of Service as well as compliance with F.S. 287.055

Tab 2 Approach to the Project (35 points)

(Maximum of four (4) pages)

a) Describe in detail the components of how your firm proposes to manage assigned project(s), based upon the scope of services. Please identify the services your firm provides which make you qualified to perform the required services.
b) Describe how the firm plans to maintain the project team and manage the project team members' time in order to ensure sufficient time to complete a project.
c) Describe the firm's Quality Assurance and Quality Control program as it pertains to engineering services.

Tab 3 Experience, Expertise, Personnel and Technical Resources (35 points)

- Identify a minimum of five (5) and a maximum of eight (8) projects in which the proposer has performed within the past five (5) years as the prime proposer which best illustrate the experience of the firm and current staff as related to the desired services. At least three (3) of the projects identified should be for geotechnical services, and at least two (2) should be for construction and material testing and inspection. At least three (3) of the minimum five (5) projects

should have been performed within the state of Florida. (Maximum of one (1) page only per project).

- For each project please provide:
  a) Name and location of the project;
  b) Size and cost of the project;
  c) Project representative name, address, phone number, and email address
  d) Date project was completed or is anticipated to be completed, if completed provide the actual completion date;
  e) The nature of the firm's responsibility on the project;
  f) List of change orders, including dollar amount, which were the result of unforeseen circumstances or design errors/oversights; and
  g) List of any time extensions created by item f above.

- Provide an organizational chart of the team highlighting the key individuals who will work on this contract.
- Provide brief resumes of the firm's key personnel to be assigned to the master service agreement including, but not limited to, the items in the list below (One (1) page maximum per resume):
  a) Name and current position held by the person
  b) Name, title and project assignment
  c) Experience:
    1) Types of projects.
    2) Size of projects (dollar value of project).
    3) What were their specific project involvements?
- Identify any sub-consultants that may be involved throughout the duration of the agreement. For each sub consultant identified please provide:
  - A brief description of their experience outlining their qualifications to perform the intended services
  - A brief resume for each key personnel that will be assigned to perform the intended services

Tab 4 Is the Firm a "Polk County Entity"? (5 Points)

- There will be a maximum of five (5) points allocated for this Tab. If the Proposer is a Polk County Entity, then five (5) points will be allocated. If the Proposer is not a Polk County Entity but is utilizing one or more sub-consultants that are a Polk County Entity to assist in performing the scope of work, then the Proposal will be allocated one (1) point for each sub-consultant which is a Polk County Entity up to a maximum of five (5) points. The Polk County Entity sub-consultant(s) must have been identified under Tab 3, Experience, Expertise, Personnel and Technical Resources in order to qualify for point allocation.
- Provide documentation of the Proposers' or sub-consultant's headquarters and local offices, if any, and the amount of time the firm has been located at each

such local office. Please also indicate the number of employees at the local office.

- Proposers or sub-consultants will be allocated points if they meet the following Polk County Government definition of Polk County Entity.
    - The term “Polk County Entity” means any business having a physical location within the boundaries of Polk County, Florida, at which employees are located and business activity is managed and controlled on a day-to-day basis. Additionally, the business must have been located within the boundaries of Polk County for a minimum of 12 months prior to the date the applicable solicitation is issued. This requirement may be evidenced through a recorded deed, an executed lease agreement, or other form of written documentation acceptable to the County. The County shall have the right, but not the obligation, to verify the foregoing requirements.
- In the event a Proposer lists one or more sub-consultants in Tab 4 which is a Polk County Entity and receives point(s) as a result, and after the Proposer is awarded the project, if successful, it is determined that the listed sub-consultant does not assist in the performance of the scope of work (and is not replaced with an alternative sub-consultant which is a Polk County Entity), then the Proposer acknowledges and agrees that it may be suspended or debarred by the Procurement Director for failure to comply with the conditions, specifications or terms of a proposal or contract with the County or for committing a fraud or misrepresentation in connection with a proposal or contract with the County, in accordance with the Polk County Purchasing Ordinance and Procedures Manual.

Tab 5 Is the Firm a “Certified Woman or Minority Business Enterprise” (5 Points)

- Polk County Board of County Commissioners has a long-standing commitment to encouraging the utilization of Women and Minority Businesses that do business with the County as vendors. To that end we encourage all of our prime and professional services vendors to utilize W/MBE vendors where at all possible, irrespective of a company’s certification status. Please explain how the submitting firm will encourage minority participation in the project. (Limit response to one page)
- There will be a maximum of five (5) points allocated for this tab. If the Proposer is a Woman or Minority owned business, then five (5) points will be allocated. If the Proposer is not a Woman or Minority owned business but is utilizing one or more sub-consultants that are a Women or Minority owned business to assist in performing the scope of work, then the Proposal will be allocated one (1) point for each sub-consultant which meets the County’s certification criteria of Women or Minority owned, up to a maximum of five (5) points. The Woman or Minority owned business sub-consultant(s) must have been identified under Tab 3, Experience, Expertise, Personnel and Technical Resources in order to qualify for point allocation.

- Proposers or sub-consultants will be allocated points if they are a certified W/MBE as evidenced by providing the documentation described below.
    - If the Proposer or sub-consultant has a certified W/MBE status, provide documentation of the firms' certified W/MBE status as defined by the Florida Small and Minority Business Act and as defined in Polk County's Purchasing Procedures. Polk County's Purchasing Procedures recognize the following to meet the requirement of a certified W/MBE status:
        - Valid W/MBE Certification from one of the following
            - Florida Minority Supplier Development Council
            - Women Business Enterprise National Council
            - The State of Florida Office of Supplier Diversity
            - Florida Department of Transportation
            - U. S. Small Business Administration
            - Federal Aviation Authority
            - Other Florida governmental agencies

  Certifications from other governmental agencies will be considered on a case-by-case basis.

- In the event a Proposer lists one or more sub-consultants in Tab 5 which is a Women or Minority owned business and receives point(s) as a result, and after the Proposer is awarded the project, if successful, it is determined that the listed sub-consultant does not assist in the performance of the scope of work (and is not replaced with an alternative sub-consultant which is a Women or Minority owned business), then the Proposer acknowledges and agrees that it may be suspended or debarred by the Procurement Director for failure to comply with the conditions, specifications or terms of a proposal or contract with the County or for committing a fraud or misrepresentation in connection with a proposal or contract with the County, in accordance with the Polk County Purchasing Ordinance and Procedures Manual.

Tab 6 Interactions with County and Regulatory Agency Staff (5 Points)

- Provide documentation supporting the specialized qualifications of the proposed staff in terms of meeting this scope of service. Qualifications should highlight experience with regulatory agencies, identifying specific agencies and the items being addressed, including construction permitting, water use permitting, consent orders, consultation, governing regulations, and other related activities. Describe the firm's ability to work with Roads and Drainage or other Division staff in order to successfully fulfill the scope of service. Demonstrate the firm's knowledge of permitting process, as well as local regulatory agencies, including, but not limited to FDOT, and SWFWMD, if applicable. **(Limit response to one (1) page)**

Tab 7 Timely Completions of Projects (5 points)

Describe the firms' current and future projected workload. Describe specifically the firms' daily ability to handle each aspect of the scope of services described herein. **(Limit response to two (2) pages maximum)**

Tab 8 Surveys of Past Performance (10 Points)

- Provide reference surveys from past clients for the projects identified under Tab 3.
- Completed surveys. (See Exhibit 1) Procurement will take the average of all surveys and score as follows:
    - Average Score between 9-10 (10 Points)
    - Average Score between 7-8 (8 Points)
    - Average Score between 5-6 (6 Points)
    - Average Score between 3-4 (4 Points)
    - Average Score between 1-2 (2 Points)
    - Average Score of 0 (0 Points)

BID OPENING

Proposers may attend the Bid Opening in person or via conference call by dialing (646) 558-8656 and enter Meeting ID: 327 647 2818. A listing of all proposers will be posted to Procurement's website as soon as possible after bid opening.

Selection Process

Proposals will be evaluated in accordance with this section and all applicable County procurement policies and procedures.

The County shall appoint a selection committee (the "Selection Committee") that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section.

The County will use a competitive selection process based on the Elevation Levels described in this Section. At Elevation Levels 2 and 3, the Selection Committee will score and/or rank the Proposals as applicable.

Selection of a final Proposal will be based upon the following steps and factors:

Elevation Level 1 (Procurement Requirements Assessment):

- The County Procurement Division shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the County's discretion, non-conforming Proposals may be eliminated from further consideration and conforming Proposals shall be elevated to Elevation Level 2. Procurement will distribute Proposals and evaluation criteria to the Selection Committee.
- Procurement will also ensure all firms meet the requirement of certification as outlined in Florida Statute 287.055(3)(c).

- The Selection Committee may convene to review questions that arise during individual member review of submitted Proposals before Elevation Level 2 to allow for questions, clarifications, explanations, or other discussion to be held before the review of Proposals is completed.

Elevation Level 2 (Scoring)

- Procurement shall score each Proposal on the following evaluation criteria:
    - Local (Tab 4)-5 points
    - W/MBE Certification (Tab 5)-5 points
    - Surveys of Past Performance (Tab 8)-10 points

    Subtotal Points-20 points

    by the process stated under each corresponding Tab description as set forth on Pages 8-11.

- Each Selection Committee member shall score each Proposal on the following evaluation criteria:
    - Approach to the Project (Tab 2)-35 points
    - Experience, Expertise, Personnel and Technical Resources (Tab 3)-35 points
    - Interaction w/ County & Regulatory Agencies (Tab 6)-5 points
    - Timely Completion of Projects (Tab 7)-5 points
      Subtotal Points-80 points
      by the following process:

1) Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:
    - EXCELLENT (1.0): Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless.
      The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an exceptional and superior degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver far beyond expectation.
    - VERY GOOD (0.8): To a high degree; better than or above competent and/or skillful.
      The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation,

diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver beyond expectation.

- GOOD (0.6): Having positive or desirable qualities; competent; skilled; above average.
  The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at the expected level.
- FAIR (0.4): Average; moderate; mediocre; adequate; sufficient; satisfactory; standard.
  The Proposer provided information for a given criteria that satisfied the requirements and described sufficiently how and what will be accomplished in a manner that exhibited an adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.
- POOR (0.2): Inadequate; lacking; inferior in quality; of little or less merit; substandard; marginal.
  The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information, or was of inferior quality. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.
- UNACCEPTABLE (0.0):
  The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

2) After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points available for such criterion shall be multiplied by the factor associated with the applicable description to produce the number of points allocated for that evaluation criterion. For example, a Selection Committee member classifies the "Experience and Expertise" criterion (which shall be worth 25 points for the purpose of this example) as "Very Good" (which is a description factor multiplier of 0.8). The points that Selection Committee

member allocated for that evaluation criterion would be 20, calculated as follows: 25 available points x 0.8 applicable description factor multiplier = 20 points.

3) A Selection Committee member's total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.
4) When all Selection Committee members have completed their Proposal evaluations, the individual Selection Committee member's total scores for each Proposal will be added together to produce a final score for each Proposal.
5) Procurement will confirm the calculations for the final score for each Proposal. Then, Procurement shall publish a rank-ordered listing of the Proposals to the Selection Committee with the Proposal receiving the highest point as the highest-ranked Proposal.
6) In accordance with Section 287.055(4)(a), Florida Statutes, if there are three (3) or more Proposers in Elevation Level 2, the Selection Committee must elevate no fewer than the three highest scored of such Proposers to Elevation Level 3 for interviews. If there are only two Proposers in Elevation Level 2, the Selection Committee must elevate those two Proposers to Elevation Level 3 for interviews. If there is only one Proposer in Elevation Level 2, then the Selection Committee may collectively decide if they would like to elevate the Proposer to Elevation Level 3 for interviews or if they would like to recommend the Board authorize staff to enter into Contract Negotiations with the Proposer. In the latter case, after Board approval to authorize staff to negotiate a contract, the Proposer will then be elevated to Elevation Level 4 for contract negotiations.

Elevation Level 3 (Proposer Interviews)
The Selection Committee are required to conduct interviews of the Proposers that it has elevated from Elevation Level 2 to Elevation Level 3.

During an interview, elevated Proposers may be requested to make a presentation focusing on their qualifications, approach to the project and the ability to furnish the required services. The Selection Committee members will have an opportunity to inquire about any aspect of the RFP and the Proposer's Proposal. After all elevated Proposer interviews, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the Proposer deemed to be the most highly qualified to perform the required services. In accordance with Section 287.055(4)(b), Florida Statutes, in determining whether a Proposer is qualified, each Selection Committee member shall consider such factors as:

- Ability of Personnel
- Whether a Proposer is a certified minority business enterprise
- Past performance
- Willingness to meet time and budget requirements
- Location
- Recent, current, and projected workloads
- Volume of work previously awarded to each Proposer by the County

Procurement shall receive and compile each Selection Committee member's ranking of each Proposer, and then publish a rank-ordered listing of Proposers to the Selection Committee, based on the combined average rankings given each Proposer. The Selection Committee members will then collectively decide if they would like to recommend the Board authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-ranked Proposer(s). After Board approval to authorize staff to negotiate a contract, said Proposer(s) will then be elevated to Elevation Level 4 for contract negotiations.

Elevation Level 4 (Contract Negotiations)
If a Proposer is elevated to this level, the User Division, with the assistance of Procurement and the County Attorney's Office, shall negotiate an Agreement with the elevated Proposer(s) in accordance with Section 287.055(5), Florida Statutes.

If after negotiating for a reasonable time period the parties cannot agree on a contract, the County shall, in its sole discretion, terminate further contract negotiations with that Proposer(s). Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer(s) have terminated. The Selection Committee shall then determine whether to recommend to the Board to approve contract negotiations with the next-highest-ranked Proposer, and so on. If the Selection Committee decides not to recommend contract negotiations with the next-highest-ranked Proposer, or if the County determines there is no other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.

After contract negotiations with a Proposer(s) are successfully completed pursuant to Elevation Level 4, the Selection Committee shall recommend to the Board of County Commissioners that it selects such Proposer(s) to provide the services as outlined in the Agreement. The Board of County Commissioners shall make the final decision whether to enter into an Agreement with a Proposer(s).

ATTENTION PROPOSERS

The Successful Proposer must register in our new Vendor Database if you have not already done so prior to award of this RFP. A purchase order cannot be issued to a vendor until they have registered.

You may register by going to the following link:

https://www.polk-county.net/procurement/vendor-registration

Registered vendors will receive a User ID and Password to access their company information. All registered vendors must provide their owner gender, owner ethnicity, corporate status, and a minimum of one (1) commodity code to be considered registered. It is the responsibility of all vendors to update their vendor information.

Only registered vendors will receive notifications of future RFP's.

GENERAL CONDITIONS

CONTACT

After the issuance of any Request for Proposal, prospective proposers shall not contact, communicate with, or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners, and any employee of Polk County, other than the Procurement Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of any Request for Proposal and ends upon completion execution of a contract. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

INSURANCE REQUIREMENTS

The selected firm, if any, shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below. Provide to the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. Polk County, a political subdivision of the State of Florida, shall be an additional named insured on all policies related to the project, excluding workers' compensation and professional liability. The Workers' Compensation and General Liability policies shall contain a waiver of subrogation in favor of Polk County. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII. The firm's self-insured retention or deductible per line of coverage shall not exceed $25,000 without the permission of the County. In the event of any failure by the firm to comply with the provisions; the County may, at its option, on notice to the firm suspend the project for cause until there is full compliance. Alternatively, the County may purchase such insurance at the firm's expense, provided that the County shall have no obligation to do so and if the County shall do so, the firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

Worker's Compensation and Employer's Liability Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

Admitted in Florida	Yes
Employer's Liability	$100,000
All States Endorsement	Statutory
Voluntary Compensation	Statutory

Commercial General Liability Insurance. $1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations and Products/Completed Operations;

Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverages;

Independent Contractors; Policy must include Separation of Insureds Clause.

Comprehensive Automobile Liability Insurance. $1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Professional Liability Insurance. $2,000,000 for design errors and omissions, inclusive of defense costs. Selected firm shall be required to provide continuing Professional Liability Insurance to cover the project for a period of two (2) years after the projects are completed.

INDEMNIFICATION

To the maximum extent permitted by law, the Consultant shall indemnify, protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, reasonable attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, to the extent arising out of or resulting from (i) the failure of Consultant to comply with applicable laws, rules or regulations, (ii) the breach by Consultant of its obligations under this Agreement, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Consultant's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant or any persons or entities employed or utilized by Consultant in the performance of this Agreement. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

PUBLIC ENTITY CRIMES STATEMENT

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 or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting this proposal, the proposer hereby certifies that they have complied with said statute.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The County is an equal opportunity/affirmative action employer. The County is committed to equal opportunity employment effort; and expects firms that do business with the County to have a vigorous affirmative action program.

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

The County hereby notifies all Proposers that W/MBEs are to be afforded a full opportunity to participate in any request for proposal by the County and will not be subject to discrimination on the basis of race, color, sex or national origin.

AFFIRMATION

By submitting their proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the County.

DEVELOPMENT COSTS

Neither the County nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a response to the RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

ADDENDA

The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The addenda will be posted on the County's website at https://www.polk-county.net/procurement-bids. It is the sole responsibility of the proposers to check the website to ensure that all available information has been received prior to submitting a proposal.

CODE OF ETHICS

If any proposer violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this proposal, such proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from bidding on any future proposals for work, goods, or services for the County.

DRUG FREE WORKPLACE

Preference shall be given to businesses with Drug Free Workplace (DFW) programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the County for the procurement of commodities or contractual services, a proposal received from a business that has provided a statement that it is a DFW shall be given preference in the award process.

APPLICABLE LAWS AND COURTS

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

CONTRACTUAL MATTERS

A contract in substantially the same form as attached here to as Attachment "A" (Master Consulting Agreement) will be executed between the County and the successful Proposer(s).

All contracts are subject to final approval of the Polk County Board of County Commissioners. Persons or firms who incur expenses or change position in anticipation of a contract prior to the Board's approval do so at their own risk.

PROPOSAL ACCEPTANCE PERIOD

A proposal shall be binding upon the offeror and irrevocable by it for one hundred and twenty (120) calendar days following the proposal opening date. Any proposal in which offeror shortens the acceptance period may be rejected.

ADDITION/DELETION

The County reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the County.

PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are in the public domain. However, the proposers are required to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Proposers should provide a redacted copy of proposal with submittal or must provide within thirty (30) days from the Proposal due date.

All proposals received from proposers in response to this Request for Proposal will become the property of the County and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County.

REVIEW OF PROPOSAL FILES

In accordance with Chapter 119.071 of the Florida Statutes, the responses received for this Request for Proposal are exempt from review for thirty (30) days after the Bid Opening Date or at Recommendation of Award, whichever event occurs first.

Should the RFP be cancelled and re-solicited for any reason, proposal responses shall remain exempt from disclosure for a period not to exceed twelve (12) months or at Recommendation of Award of the subsequent solicitation.

RFP PROTEST: Any proposer desiring to file a protest, with respect to a recommended award of any RFP, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All proposers who submitted a proposal will be sent a Notice of Recommended Award, unless only one proposal was received.

A copy of the protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at https://www.polk-county.net/procurement/protest-procedures.

FAILURE TO FOLLOW PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE PROPOSER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.

UNAUTHORIZED ALIEN(S) The Consultant agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful consultant will complete and submit the form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, contractors and subcontractors shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. 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. 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 the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

LIMITATIONS

This request does not commit Polk County to award a contract. Proposers will assume all costs incurred in the preparation of their response to this RFP. The County reserves the right to: 1) accept or reject qualifications and/or proposals in part or in whole; 2) request additional qualification information; 3) limit and determine the actual contract services to be included in a contract; 4) obtain information for use in evaluating submittals from any source and 5) reject all submittals.

ATTORNEY'S FEES AND COSTS: Each party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

PUBLIC RECORD LAWS

(a) The Consultant acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Consultant further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Consultant shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b)Without in any manner limiting the generality of the foregoing, to the extent applicable, the Consultant acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET

Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).
   i. By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.
   ii. Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000), then the Vendor further certifies to the County as follows:
      a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
      b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
      c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
      d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or

Syria when it submitted its proposal to the County concerning the subject of this Agreement.

iii. The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

i. The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

ii. The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000).

Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: _____

DBA/Fictitious Name (if applicable): _____

TIN #: _____

Address: _____

City: _____

State: _____

Zip Code: _____

County: _____

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization (select one type)

- □ Sole Proprietorship
- □ Partnership
- □ Non-Profit
- □ Sub Chapter
- □ Joint Venture
- □ Corporation
- □ LLC
- □ LLP
- □ Publicly Traded
- □ Employee Owned

State of Incorporation: _____

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

EXHIBIT 1
DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

The objective of this process is to identify the past performance of the Contractor submitting a proposal package. This is accomplished by sending survey forms to past customers. The customers should return the forms directly to the Contractor. The Contractor is to include all surveys in their proposal package.

Sending the Survey

The surveys shall be sent to all clients for whom the Contractor has identified under Tab 3. Surveys should correlate to all projects identified under Tab 3.

If more surveys are included, then Procurement will only use those identified under Tab 3.

1. The Contractor shall complete the following information for each customer that a survey will be sent

CLIENT NAME	Name of the company that the work was performed for (i.e. Hillsborough County).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (Geotechnical Services/Construction Material Testing and Inspection for X Project)
COST OF SERVICES	Cost of services ($250,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2022)

2. The Contractor is responsible for verifying that their information is accurate prior to submission for references.

3. The survey must contain different services/projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.

4. The past projects can be either completed or on-going.

5. The past client/owner must evaluate and complete the survey.

Preparing the Surveys

1. The Contractor is responsible for sending out a performance survey to the clients that have been identified under Tab 3. The survey can be found on the next page.
2. The Contractor should enter the past clients' contact information, and project information on each survey form for each reference. The Contractor should also enter their name as the Contractor being surveyed.
3. The Contractor is responsible for ensuring all references/surveys are included in their submittal under Tab 8
4. Polk County Procurement may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

Survey Questionnaire – Polk County

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

To: _____ (Name of Person completing survey)

_____ (Name of Client Company/Contractor)

Phone Number: _____ Email: _____

Subject: Past Performance Survey of Similar work:

Project name: _____

Name of Vendor being surveyed: _____

Cost of Services: Original Cost: _____ Ending Cost: _____

Contract Start Date: _____ Contract End Date: _____

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage	(1-10)	
5	Close out process	(1-10)	
6	Ability to communicate with Client's staff	(1-10)	
7	Ability to resolve issues promptly	(1-10)	
8	Ability to follow protocol	(1-10)	
9	Ability to maintain proper documentation	(1-10)	
10	Appropriate application of technology	(1-10)	
11	Overall Client satisfaction and comfort level in hiring	(1-10)	
12	Ability to offer solid recommendations	(1-10)	
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	

Printed Name of Evaluator _____

Signature of Evaluator: _____

Please fax or email the completed survey to: _____

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 23-328, PROFESSIONAL GEOTECHNICAL SERVICES and CONSTRUCTION MATERIAL TESTING and INSPECTION

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____ day of _____, 20___, by _____(*name*) as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

Exhibit “A”
Specific Services

Specific services shall include, but not be limited to, sampling and testing of soils, concrete, asphalt and various other construction materials.

1.	In-Place density tests
2.	Standard or modified proctors
3.	Limerock Bearing Ratio tests (3 points)
4.	Compressive strength of concrete cylinders (4 per set)
5.	Compressive strength of soil-cement pills (4 per set)
6.	Core drilling & soils analysis
	STEEL INSPECTION
1.	Inspection of Welds & Bolt Torqueing A) At Plant B) At Job Site 1. One (1) Man Inspection Crew 2. Two (2) Men Inspection Crew
2.	Reinforcing Steel Inspection
3.	Nondestructive Testing of Steel & Connections
	GEOTECHNICAL INVESTIGATIONS & SOIL TESTS
1.	**Standard Penetration Test Borings (ASTM D-1586)(Minimum 50 feet per job)** A) 0-50 foot depth interval B) 50-100 foot depth interval C) 100-125 foot depth interval D) 125-150 foot depth interval
2.	Solid Auger Stem Borings (minimum 100 feet per job)
3.	Manual Auger Borings
4.	Drill Service from Floating Platform
5.	Rock Coring
6.	Installation of Steel Casing

7.	Ground Penetrating Radar
8.	Cone Penetrometer Radar
9.	Dilatometer Soundings
10.	Atterberg Limits A) Liquid Limit (LL) – Plastic Limit (PL) B) Shrinkage Limit (SL)
11.	California Bearing Ratio
12.	Consolidation A) Consolidation with Reload
13.	Corrosion Resistance (pH and R)
14.	Field Density Tests (minimum 3 tests per trip)
15.	Florida Bearing Value (FBCV)
16.	Florida Bearing Value Determination of Blend Proportions
17.	Grain Size: A) Hydro Analysis B) Sieve Analysis (Wash No. 200 Sieve)
18.	Ground Penetrating Radar
	GEOTECHNICAL INVESTIGATIONS & SOIL TESTS
19.	Limerock Bearing Ratio (LBR) (3 point)
20.	Limerock Bearing Ratio (LBR) (5 point)
21.	Moisture Content
22.	Moisture Density Test (Standard or Modified Proctor)
23.	Muck Probing 2 Man Crew 3 Man Crew
24.	Organic Content Determination
25.	Monitor Well Installation includes permits, lithologic log, and report – 2” or 4” PVC with removable, water-tight plug
	Hollow Stem Auger Boring
	Casing: 2-inch PVC (site spec. may require stickup)
	Casing: 4-inch PVC (site spec. may require stickup)
	Casing: 2-inch Steel (site spec. may require stickup)

	Casing: 4-inch Steel (site spec. may require stickup)
	0.010-inch Filter Screen: 2-inch PVC + min. 6-inch tail
	0.005-inch Filter Screen: 2-inch PVC + min. 6-inch tail
	0.010-inch Filter Screen: 4-inch PVC + min. 6-inch tail
	0.005-inch Filter Screen: 4-inch PVC + min. 6-inch tail
	Filter Sand: Varies from approx. 30/65 to approx. 20/30
	Bentonite: Chips / Balls
	Bentonite: Slurry / Slurry by tremie pipe
	Neat Grout
	Protective Casing (Hinged top and lockable) w/ name plate
	Concrete Pad (2'x2'x4" above-ground or 12-inch flush-mount round)
	Concrete-filled, Painted, Protective Bollard min. 4.5-inch O.D. max 6-inch O.D. (4-foot tall / 2-foot buried)
26.	Well Abandonment includes permits and report
	2-inch Well
	4-inch Well
27.	Tracked-Mounted Direct Push Technology (DPT) Rig w/all equipment and crew
	GEOTECHNICAL INVESTIGATIONS & SOIL TESTS
28.	pH
29.	Permeability Tests – Field (15', 2 depths) (Excluding auger borings & vertical permeability)
30.	Permeability Tests – Laboratory Granular Soil Cohesive Soil
31.	Soil-Cement, Field Testing & Observation
32.	Soil-Cement, Laboratory Design Mixes (FOB Laboratory)

33.	Soil Plate Load Test (ASTM)
34.	Specific Gravity
35.	Double Ring Infiltrometer Test
36.	Relative Density Test
37.	Triaxial Compression Test (CU) (3 points) Additional points
38.	Unconfined Compression Tests
39.	Undisturbed Thin-Walled Tube Sampling
40.	Unit Weight
	ASPHALTIC CONCRETE INSPECTION SERVICES
1.	Asphaltic Concrete Paving Plant Inspection
2.	Asphalt Mix-Gradation
3.	Asphalt Mix-Bulk Specific Gravity
4.	Asphalt Mix-Gradation
5.	Asphalt Mix- Maximum Specific Gravity
6.	Asphalt Mix- Temperature
7.	RAP – Asphalt Binder Content
8.	RAP – Gradation
9.	RAP- Maximum Specific Gravity
10.	Coring Pavement for Density and/or Thickness
11.	Asphalt Core Density (core provided by others)
12.	Gyratory Compaction for SuperPave AASH to TP4-00
13.	Quantitative Determination of Asphalt Content from Asphalt Paving Mixtures by the Ignition Method FM5-563
	CONCRETE TESTING
	Concrete Aggregate Tests (FOB Lab)
1.	Sieve Analysis, Fine or Coarse
2.	Absorption
3.	Specific Gravity

4.	Unit Weight
5.	Material Finer than No. 200 Sieve
6.	Organic (Color metric ASTM C-40)
7.	Salt Content
8.	Los Angeles Abrasion
9.	Soundness (5 cycle sodium sulfate) (5 cycle magnesium sulfate)
10.	Masonry Mortar strength Comparative, Sand or Water
	Concrete Beams
11.	Flexural Strength, Making & Testing (3 tests per set)
	Concrete Masonry Units or Prisms
12.	Compressive Strength, ASTM C-140, 5 Specimens
13.	Absorption & Moisture Content, ASTM C-150, 5 Specimens
14.	Compressive Strength Testing of Hollow Masonry Prisms ASTM E-477 (FOB)
15.	Compressive Strength Testing of Hollow Masonry Prisms with Grouted Cells, ASTM E-477
16.	Molding, Curing & Testing of 2” x 2” Masonry Mortar Cubes (set of 3 cubes)
17.	Concrete Masonry Units, ASTM Test (5 Compression & 5 Absorption Tests)
	Concrete Coring
18.	Securing Structural or Pavement Cores, Compression Tests & Thickness
19.	Coring Site Accessible – Does not include mobilization charge, staging and/or scaffolding, 4” diameter or smaller, 6” thickness or less. Compressive Strength of Concrete Cores (cores provided by others)
	Grout Cubes
20.	Making and Compression Tests of 2” Cubes from Job Site (set of 3)

	Concrete Cylinders
21.	Making & Compression Tests of 6” x 12” Cylinders (Slump Test Included)
22.	Compression Tests of 6” x 12” Cylinders
23.	Extra Slump Tests
24.	Air Content Tests
	Concrete Design Mixes
25.	Concrete Design Mixes (including standard aggregate tests & one trial batch with 6 compression test cylinders)
26.	Brush/Loss (for soil Cement basis) ASTM Durarock & Pug Mix
27.	Linear Shrinkage Tests of Concrete Block (ASTM 426)
28.	Concrete Ready Mix Plant or Job Inspection
29.	Pre-Fabricated Panel Tests, ASTM or FHA

May 10, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1
RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Correction to Contractual Matters reference on page 20 of the RFP document.

Michael Guerrero
Sr. Procurement Analyst
Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature:_____

Printed Name:_____

Title:_____

Company:_____

ADDENDUM #1

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

CLARIFICATION

DELETE IN ITS ENTIRETY:

Page 20, Contractual Matters

A contract in substantially the same form as attached here to as Attachment "A" (Master Consulting Agreement) will be executed between the County and the successful Proposer(s).

All contracts are subject to final approval of the Polk County Board of County Commissioners. Persons or firms who incur expenses or change position in anticipation of a contract prior to the Board's approval do so at their own risk.

REPLACE WITH:

A contract in substantially the same form as attached here to as Attachment "B" (Master Consulting Agreement) will be executed between the County and the successful Proposer(s).

All contracts are subject to final approval of the Polk County Board of County Commissioners. Persons or firms who incur expenses or change position in anticipation of a contract prior to the Board's approval do so at their own risk.

DRAFT AGREEMENT
MASTER CONSULTING AGREEMENT

THIS AGREEMENT is entered into as of the Effective Date (defined in Section 1.1 below) by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida 33830, _____ (the "Consultant") a _____ _____, located at _____, and whose Federal Employer Identification Number is: _____.

WHEREAS, County requires certain professional services in connection with the performance of certain professional geotechnical services and construction material testing and inspection for all Divisions in the County; and,

WHEREAS, the County has solicited for these services via RFP 23-328, an advertised request for proposals (the "RFP"), and has received numerous responsive proposals thereto; and

WHEREAS, pursuant to the RFP, the County has selected the Consultant and the Consultant remains agreeable to providing the County the professional services described herein, and the Consultant represents that it is capable and prepared to do so according to the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the parties hereby agree, as follows:

1.0 **Term**

1.1 This Agreement shall take effect on the date of its execution by the County (the "Effective Date").

1.2 The term of this Agreement shall be for a five (5) year time period, commencing upon the Effective Date and remaining in full force and effect thereafter, unless otherwise sooner terminated as provided herein.

2.0 **Services to Be Performed by Consultant**

2.1 Consultant shall perform the services as generally described in (i) the County's Request for Proposals RFP 23-328, to include all attachments and addenda, and (ii) the Consultant's responsive proposal thereto (collectively, (i) and (ii) are "RFP 23-328") all of which are incorporated into this Agreement by this reference, attached hereto as a composite Exhibit "A" and made a part of

this Agreement, and as may be further specifically designated and authorized by the County, in writing (collectively, the "Services"). Such authorization will be referred to as a Consultant Services Authorization ("CSA") or a Contract Purchase Order ("CPO") and all provisions of this Agreement apply to the CSA/CPO with full force and effect as if appearing in full within each CSA/CPO. Each CSA/CPO will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages and completion date, and shall become effective upon the due execution.

2.2 The Consultant is not authorized to undertake any project without a duly executed CSA/CPO, which shall specify the work to be performed and the time to be completed. Consultant recognizes that the County may employ several different Consultants to perform the work described and that the Consultant has not been employed as the exclusive agent to perform any such services.

2.3 When the Consultant and the County enter into a CSA/CPO where the term of the CSA/CPO expires on a date that is later than the date that the Master Consulting Agreement (MCA) expires, the Consultant and the County agree that the terms of the MCA and any amendments, attachments or provisions thereof are automatically extended until the expiration (including any extension or amendment thereto) or full completion of the requirements of the CSA/CPO have been performed. Cancellation by the County of any remaining work prior to the full completion of the requirements of the CSA/CPO shall cause the terms of the MCA to terminate at the same time. This provision only applies when the expiration of the CSA/CPO extends beyond the expiration of the MCA. It does not apply when a CSA/CPO expires or is cancelled prior to the expiration of the MCA.

3.0 **Compensation**

3.1 General

3.1.1 County shall pay Consultant in accordance with Exhibit "B", "Fee Schedule", which is attached hereto and incorporated by reference as part of this Agreement. The fee schedule identifies all job classifications, which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services.

3.1.2 Upon the mutual agreement of the parties, the Fee Schedule, as set out in Exhibit "B" may be adjusted by a written Amendment to the Master Consulting Agreement annually beginning one year from the Effective Date of this Agreement. Such amendment must be executed by both parties and shall operate prospectively only and shall not alter fee schedules for CSA's/CPO's in effect at the time of the amendment.

3.1.3 Compensation may be negotiated as a not to exceed price or a lump sum amount on a per-project basis, on each individual CSA/CPO.

3.1.4 In the event a not to exceed price is negotiated, compensation shall be billed and paid based on and in accordance with the Hourly Rate Schedule attached hereto and incorporated herein as Exhibit "B". The Hourly Rate Schedule identifies all job classifications which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services.

3.1.5 Invoices must reference the applicable CSA/CPO number, using an invoice form approved by the County Auditor.

3.1.6 Each individual invoice shall be due and payable forty-five (45) days after receipt by the County of correct, fully documented, invoice, in form and substance satisfactory to the County with all appropriate cost substantiations attached. All invoices shall be delivered, as applicable based on the particular project:

Polk County Roads & Drainage Division
P.O. Box 9005, Bartow, FL 33830
Attention: Director

3.1.7 In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the County. This certifies that all services have been properly performed and all charges and costs have been invoiced to the County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the Consultant.

3.1.8 Payment of the final invoice shall not constitute evidence of the County's

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acceptance of the work

3.1.9 Invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional documents may be requested by County and, if so requested, shall be furnished by Consultant to County Auditor's satisfaction.

3.1.10 By submission of an invoice, the project manager or designated payroll officer is deemed to be attesting to the correctness and accuracy of time charges and requested reimbursements.

3.1.11 Pursuant to Section 3.1.4, if a not to exceed fee is negotiated, invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Alternatively, if a lump sum amount is negotiated, invoices shall be made upon the completion of each phase of the work in proportion to the Services performed, as specifically set forth in the applicable CSA or CPO. Additional documentation may be requested by the County and, if so requested, shall be furnished by the Consultant to the County Auditor's satisfaction.

3.2 Reimbursable

3.2.1 All requests for payment of out-of-pocket expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the County's Reimbursable Schedule, Exhibit "C", and include copies of paid receipts, invoices or other documentation acceptable to the County's Auditor. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Agreement, CSA, or CPO.

3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the applicable CSA or CPO, and include:

Overnight Deliveries
Reproduction
Sub-Consultant
Long Distance Telephone Calls (excluding Florida cities located outside the boundaries of Polk County)

3.2.3 Mileage and associated travel costs shall be reimbursed in accordance with F.S. 112.061 and County policy for pre-approved out-of-county travel (excluding travel from home

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offices located outside of Polk County to the Polk County line).

3.2.4 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the County upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the Polk County Roads & Drainage Division offices upon demand, termination of the Agreement, or the conclusion of the project, whichever occurs first.

3.2.5 Consultant shall maintain a current inventory of all such assets.

4.0 **Insurance**

4.1 General Provisions

4.1.1 Consultant shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below and provide the County with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the County to evidence such coverage before any work commences.

4.1.2 The County shall be named as an additional insured on all Consultant policies related to the project, excluding professional liability and worker's compensation. The Commercial General Liability and Worker's Compensation Liability policies shall contain a waiver of subrogation in favor of Polk County. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.

4.1.3 The Consultant's self-insured retention or deductible per line of coverage shall not exceed $25,000.00 without the permission of the County.

4.1.4 If there is any failure by the Consultant to comply with the provisions of this section, the County may, at its option, on notice to the Consultant, suspend the work for cause until there is full compliance.

4.1.5 County may, at its sole discretion, purchase such insurance at Consultant's expense provided that the County shall have no obligation to do so and if the County shall do so, it shall not relieve Consultant of its obligation to obtain insurance.

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4.1.6 The Consultant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

4.1.7 All Consultants' subconsultants shall be required to include County and Consultant as additional insured on their General Liability Insurance policies.

4.1.8 In the event that subconsultants used by the Consultant do not have insurance, or do not meet the insurance limits, Consultant shall indemnify and hold harmless the County for any claim in excess of the subconsultants' insurance coverage.

4.1.9 The Consultant shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the County.

4.2 Comprehensive Automobile Liability Insurance. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

4.3 Commercial General Liability. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

4.3.1 Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

4.3.2 Independent Contractors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

4.4 Umbrella (Excess) Liability Insurance. Umbrella Liability with limits of not less than $1,000,000.00, exclusive of defense costs, to be in excess of all other coverages. Such coverage shall be at least as broad as the primary coverages above, with any excess umbrella layers written on a

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strict following form basis over the primary coverage. All such policies shall be endorsed to provide defense coverage obligations.

4.5 Professional Liability Insurance. $2,000,000.00 for design errors and omissions, inclusive of defense costs. Consultant shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the County Director of Risk Management and Insurance. The County may require the Consultant to provide a higher level of coverage for a specific project and time frame.

4.6 Performance, Payment and Other Bonds. Consultant shall furnish Performance and Payment Bonds specific to each project if required and agreed to under the CSA or CPO for the project.

4.7 Worker's Compensation. The Consultant shall provide, pay for, and maintain worker's compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

5.0 **Standard of Care**

5.1 Consultant has represented to the County that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

5.2 Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

5.3 Consultant shall, at no additional cost to County, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

5.4 The Consultant warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

6.0 **Indemnification**

6.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, County and

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Consultant agree to allocate such liabilities in accordance with this Section.

6.2 Indemnification.

6.2.1 Consultant, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Consultant to comply with applicable laws, rules or regulations, (ii) the breach by Consultant of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Consultant's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant, its professional associates, its subcontractors, agents, and employees provided, however, that Consultant shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

6.2.2 County review, comment and observation of the Consultant's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

6.2.3 Consultant agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subconsultants and their employees, and/or for Consultant's performance of this Agreement and its work product(s).

6.3 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Agreement shall survive as if the Agreement were in full force and effect.

7.0 **Independent Contractor**

7.1 Consultant undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

7.2 County shall have no right to supervise the methods used, but County shall have the right to observe such performance.

7.3 Consultant shall work closely with County in performing Services under this Agreement.

7.4 The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the County in any manner.

7.5 Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

8.0 **Authority to Practice**

8.1 The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

9.0 **Public Records Law**

(a) The Consultant acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Consultant further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Consultant shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Contractor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public

records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET

10.0 **Compliance with Laws**

10.1 In performance of the Services, Consultant shall comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards, including those now in effect and hereafter adopted.

11.0 **Subcontracting**

11.1 The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

11.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subcontractor by the County. Failure of a Subcontactor to timely or properly perform its obligations shall not relieve Consultant of its obligations hereunder.

12.0 **Federal and State Taxes**

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12.1 The County is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the County will provide an exemption certificate to Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the County, nor shall the Consultant be authorized to use the County's Tax Exemption Number in securing such materials.

13.0 **Public Entity Crimes**

13.1 The Consultant understands and acknowledges that this Agreement with the County will be voidable by the County, in the event the conditions under Section 287.133, Florida Statutes applies to the Consultant, relating to conviction for a public entity crime.

14.0 **County's Responsibilities**

14.1 County shall be responsible for providing access to all County project sites, and providing information in the County's possession that may reasonably be required by Consultant, including; existing reports, studies, financial information, and other required data that are available in the files of the County.

15.0 **Termination of Agreement**

15.1 This Agreement may be terminated by the Consultant upon thirty (30) days prior written notice to the County in the event of substantial failure by the County to perform in accordance with the terms of the Agreement through no fault of the Consultant.

15.2 This Agreement may be terminated by the County with or without cause immediately upon written notice to the Consultant.

15.3 Unless the Consultant is in breach of this Agreement, the Consultant shall be paid for services rendered to the County's satisfaction through the date of termination.

15.4 After receipt of a Termination Notice, as described in this Article 15.0, and except as otherwise directed by the County, the Consultant shall:

15.4.1 Stop work on the date and to the extent specified.

15.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

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15.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the County.

15.4.4 Continue and complete all parts of the work that have not been terminated.

16.0 **Uncontrollable Forces (Force Majeure)**

16.1 Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

17.0 **Governing Law and Venue**

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17.1 This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or the United States District Court, Middle District of Florida located in Hillsborough County, Florida. Each party shall be responsible for its own attorneys' fee and other legal costs and expenses.

18.0 **Non-Discrimination**

18.1 The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

19.0 **Waiver**

19.1 A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

20.0 **Severability**

20.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

20.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

20.3 The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

20.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

21.0 **Entirety of Agreement**

21.1 The County and the Consultant agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated

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herein.

21.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the County and Consultant pertaining to the Services, whether written or oral.

21.3 None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

22.0 **Modification**

22.1 This Agreement may not be modified unless such modifications are evidenced in writing signed by both County and Consultant. Such modifications shall be in the form of a written Amendment executed by both parties.

23.0 **Successors and Assigns**

23.1 County and Consultant each binds itself and its partners, successors, permitted assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, permitted assigns, and legal representatives of such other party.

23.2 Consultant shall not assign this Agreement without the express written approval of the County by executed amendment, which approval may be withheld in the County's sole discretion.

23.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this agreement and such substitution shall be affirmed by the County by executed amendment.

24.0 **Contingent Fees**

24.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

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25.0 **Truth-In-Negotiation Certificate**

25.1 Execution of this Agreement by the Consultant shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the Effective Date of this Agreement.

25.2 The said rates and costs shall be adjusted to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The County shall exercise its rights under this "Certificate" within one (1) year following payment.

26.0 **Ownership of Documents**

26.1 Consultant shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the County for its use and/or distribution as may be deemed appropriate by the County. Consultant is not liable for any damages, injury or costs associated with the County's use or distribution of these documents for purposes other than those originally intended by Consultant.

27.0 **Access and Audits**

27.1 Consultant shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the Consultant's place of business.

27.2 Misrepresentations of billable time or reimbursable expenses as determined by the Auditor to the Polk County Board of County Commissioners shall result in the recovery of any resulting overpayments. The County's cost of recovery shall be the sole expense of the Consultant, including accounting and legal fees, court costs and administrative expenses.

27.3 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

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27.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

28.0 **Notice**

28.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to County: Roads & Drainage
P.O. Box 9005
Bartow, FL 33830
Attention: Director

As to Consultant:

28.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

28.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and County.

29.0 **Service of Process**

As to County: County Attorney
County Administration Building
330 W. Church Street, 4th Floor
Bartow, Florida 33830

As to Consultant:

30.0 **Contract Administration**

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30.1 Services of Consultant shall be under the general direction of the Roads and Drainage Division Director, or their successor, who shall act as the County's representative during the term of this Agreement.

31.0 **Key Personnel**

31.1 Consultant shall notify County in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to changes. Consultant at County's request shall remove without consequence to the County any Subcontractor or employee of the Consultant and replace him/her with another employee having the required skill and experience. County has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Name: _____

Name: _____

32.0. **Annual Appropriations**

32.1 Consultant acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation.

33.0 **Liquidated Damages**

33.1 The parties hereto agree that liquidated damages, in the amount specified in the applicable CSA/CPO, will be assessed against the Consultant for Consultant's failure to meet the final deliverable date in the Performance Schedule in the Scope of Work, but only to the extent and in proportion to Consultant's fault in causing the delay as compared to other causes, and to the extent the Consultant is not delayed by reasons beyond Consultant's reasonable control.

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34.0 Employment Eligibility Verification (E-VERIFY)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, contractors and subcontractors shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. 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. 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 the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

35.0 Limitation of Liability.

IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE CONSULTANT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

36.0 Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

(i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid,

proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000).

37. No Construction Against Drafter

37.1 The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

38. Unauthorized Alien(s)

The Consultant shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C.

1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Consultant shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)

DRAFT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY M. BUTTERFIELD

By:_____
Deputy Clerk

Polk County, a political subdivision
of the State of Florida

By:_____
George Lindsey, Chairman
Board of County Commissioners
Or (Delete whichever does not apply)
William D. Beasley, County Manager

Date Signed by County:_____

Review as to form and legal sufficiency

_____
County Attorney's Office Date

ATTEST:

By:_____
Corporate Secretary

_____
[Print Name]

DATE:_____

SEAL

COMPANY Name
a _____ _____

By:_____

_____
[Print Name]

_____
[Title]

DATE:_____

DRAFT

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 _____

DRAFT

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization this _____(Date) by _____ (Name of acknowledging partner or agent) on behalf of _____a partnership. He/She personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced_____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date) __

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

DRAFT

May 18, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2
RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Proposals submitted and shortlisted along with the evaluation criteria for the last solicitation (RFP 18-305) added to the County's FTP Site.

To receive a copy of the Proposals submitted and shortlisted and evaluation criteria for RFP 18-305, please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation.* After you have logged in to the FTP site, double click on the file folder "**RFP 23-328 Professional Geotechnical Services and Construction Material Testing and Inspection.zip**", select "Open" or "Save As" to download the Proposals submitted and shortlisted and evaluation criteria for RFP 18-305. If you need assistance accessing this website due to ADA or any other reason, please email Michael Guerrero at michaelguerrero@polk-county.net.

Michael Guerrero
Sr. Procurement Analyst
Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature:_____

Printed Name:_____

Title:_____

Company:_____

ADDENDUM #2

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

Question 1: We are looking to acquire copies of all winning proposals (and evaluation metrics if possible) related to RFP 18-305 Professional Geotech Services & Construction Materials Testing. If there was a shortlist of firms before the final award announcement, we would appreciate those proposals as well.

Answer: Proposals submitted and shortlisted along with the evaluation criteria has been added to the County's FTP Site. The evaluation criteria and the Proposers response to the criteria can be found in the Proposer's response.

To receive a copy of the Proposals submitted and shortlisted and evaluation criteria for RFP 18-305, please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation.* After you have logged in to the FTP site, double click on the file folder "**RFP 23-328 Professional Geotechnical Services and Construction Material Testing and Inspection**.**zip**", select "Open" or "Save As" to download the Proposals submitted and shortlisted and evaluation criteria for RFP 18-305. If you need assistance accessing this website due to ADA or any other reason, please email Michael Guerrero at michaelguerrero@polk-county.net.

June 1, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #3
RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Question asked and answered.

The bid due date is extended to Wednesday June 14, 2023. All Proposals must be received prior to 2:00 p.m.

Michael Guerrero
Sr. Procurement Analyst
Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature:_____

Printed Name:_____

Title:_____

Company:_____

ADDENDUM #3

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

Question 1: We are requesting a one-week extension to this particular request for proposal submittal date (from 2:00 p.m., Wednesday, June 7, 2023, to 2:00 p.m., Wednesday, June 14, 2023). Please let us know if this is something the county is willing to provide.

Answer: Yes. The bid due date is extended to Wednesday June 14, 2023. All Proposals must be received prior to 2:00 p.m.

Polk County

Professional Geotechnical Services and Construction Material Testing and Inspection

RFP No.: 23-328
Date: June 14, 2023
Time: 02:00 p.m.

2029

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Submittal Form

Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: WSP USA Environment & Infrastructure Inc.

DBA/Fictitious Name (if applicable): _____

TIN #: 91-1641772

Address: 5015 South Florida Avenue, Suite 301

City: Lakeland

State: Florida

Zip Code: 33813

County: Polk

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: Mark Diblin

Phone Number: N/A

Cell Phone Number: (352)-219-7890

Email Address: mark.diblin@wsp.com

Type of Organization (select one type)

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Non-Profit
- ☐ Sub Chapter
- ☐ Joint Venture
- ☒ Corporation
- ☐ LLC
- ☐ LLP
- ☐ Publicly Traded
- ☐ Employee Owned

State of Incorporation: Nevada

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

Revised 3.7.23

Tab 1
Executive Summary

5015 South Florida Avenue
Suite 301
Lakeland, FL 33813
wsp.com

June 14, 2023

Polk County Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830

Re: Professional Geotechnical Services and Construction Material Testing and Inspection; RFP 23-328

Dear Polk County Procurement Team:

WSP USA Environment & Infrastructure, Inc. (WSP) is pleased to submit our qualifications for consideration to provide Polk County with Professional Geotechnical Services and Construction Material Testing and Inspection. WSP is a global leader in engineering, construction, project management and technical consultancy services.

WSP Organization

We operate in more than 50 countries, employing around 65,000 people, with revenues of around $9.1 billion through several divisions including WSP USA Environment & Infrastructure. In Florida, WSP employs more than 900 people in 23 offices in every region of the state including, Lakeland, Orlando, Tampa, Miami, Naples, Sunrise, West Palm Beach, Gainesville, Jacksonville, and Tallahassee. We can draw on our experienced local managers and geographical reach to support the needs of clients, regardless of project site and complexity. WSP's depth of global resources allows us to provide our clients with innovative solutions engineered to fit perfectly with your business challenges. We have a strong reputation for balancing global excellence with local delivery.

WSP and our legacy companies have a long history in both Florida (75 years) and around the United States. WSP has provided professional engineering services in Florida for nearly 75 years, and our Lakeland office is only short distance from each of the County offices. Our team has worked on more than 100 continuing master engineering design service contracts for government agencies in Florida, including our four current contracts with Polk County: Roads & Drainage, Utilities, Geotechnical and Construction Material Testing, and Parks & Natural Resources. As such we have tremendous experience working with cities and counties – especially Polk County.

Our proposed Contract Project Manager and our WSP team will be led by **Mr. Ahmed Zein, PhD, PE,** Assistant Vice President. Mr. Zein, leads WSP's Central Florida Geotechnical Practice and has 18 years of professional geotechnical engineering experience and manages our ongoing geotechnical contract with Polk County. Additionally, our team of quality assurance and quality control engineers, **Mr. Michael Kelley, PE** and **Mr. David Butcher, PE,** are located locally at our Lakeland office; 5015 South Florida Avenue, Suite 301; Lakeland, Florida 33813. Mr. Zein can be reached at 513-501-6178 or ahmed.zein@wsp.com or Mr. Butcher at 813-436-6557 or David.butcher@wps.com. Additionally, **Mr. Mark Diblin, PG,** Senior Vice President is WSP's Florida District Leader and has contractual signature authority to execute contracts on behalf of WSP with Polk County.

Interest in Providing Services

As a firm with a large local presence, with 45 full-time professionals working in our Lakeland office, WSP is committed to making a positive impact and serving our local communities. Polk County is a valued client with whom we have a great relationship. We have had the pleasure of working with several County Divisions over the years on numerous successful projects and currently have active continuing services contracts with the Parks and Natural Resources Division and Utilities Division. WSP is committed to providing exceptional client service to Polk County. We understand the importance of providing high-quality work products on time and within budget. Our staff has been working for Polk County for more than 20 years and has completed hundreds of projects for Polk County, various municipalities, the water management districts, and private sector clients.

Quite often, our staff is already familiar with local conditions, and site location details when we are contacted by County staff to assist on a new assignment. Our vast local experience provides a value added component to our services.

For this contract, we have partnered with local SBE/DBE geotechnical subconsultant, Madrid Engineering Group, Inc located in Bartow, FL to support geotechnical drilling and testing services. We are also including Amdrill, Inc. who owns one of the largest fleet of specialty drilling equipment in Florida. In addition, we have included GeoView, Inc. and Ambient Technology, Inc. of St. Petersburg, FL to complement our geophysical and geotechnical drilling services. We routinely team with these firms and currently have active projects together.

Given our proven performance with Polk County, our high level of expertise with the requested services, our extensive local staff, and our highly qualified teaming partners, we are very interested in bringing the best overall value and quality to Polk County for the successful execution of assignments under this contract.

Why Select WSP?

WSP has been providing high quality geotechnical and construction material testing and inspection services to many Florida cities and counties for several decades, and as a result, we understand the issues that currently affect local government. Please consider the following while you review our qualifications:

- Successful Performance on Similar Projects - WSP has executed a master design contract from our Florida offices with local governments across Florida for decades. We have gained substantial experience involving timely and cost-effective project delivery with a comprehensive, qualified, and competent team, who routinely perform these services for a variety of state and local agencies throughout Florida.
- Committed, Exceptional Depth of Local Technical Resources - All proposed personnel will commit their time to Polk County as needed. With local staff that live, work, and play right here in Polk County, we are committed to successful projects that benefit our local community. Current and projected workloads will not restrict our ability to continue our successful relationship serving Polk County under this contract.
- Committed to Serving and Protecting the County's Infrastructure and Quality of Life - Meeting the County's needs and helping you achieve project success is important to us, because we understand the benefit to everyone in the County. We clearly understand that working with the County on the completion of these projects will improve the quality of life for the citizens of Polk County.

WSP appreciates the opportunity to submit this proposal for your review. We would be pleased to speak with you further regarding our proposal and are excited about the possibility of continuing to work with Polk County.

Sincerely,

Ahmed Zein, PhD, PE	Mark Diblin, PG
Assistant VP, Project Manager	Senior VP, Florida District Lead

Licenses and Certifications (Firm)

WSP USA ENVIRONMENT & INFRASTRUCTURE
1105 LAKEWOOD PARKWAY
SUITE 300
ALPHARETTA Georgia 30009
OUT OF STATE

550 NORTHLAKE BLVD.
SUITE 1000
ALTAMONTE SPRINGS FL 32701
SEMINOLE

Engineering Business Registry
Registry
5392
Current
07/17/1989

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LB7932
Expiration Date February 28, 2025

Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

WSP USA ENVIRONMENT & INFRASTRUCTURE INC
1075 BIG SHANTY RD NW STE 100
KENNESAW, GA 30144-3652

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

LICENSEE DETAILS 10:16:14 AM 6/13/2023

This is a business tracking record only.
Click here for information on how to verify that this business is properly licensed.

Licensee Information

Name:	WSP USA ENVIRONMENT & INFRASTRUCTURE INC. (Primary Name)
Main Address:	5845 NW 158 ST MIAMI LAKES Florida 33014
County:	DADE
License Location:	1105 LAKEWOOD PKWY STE 300 ALPHARETTA GA 30009
County:	OUT OF STATE

License Information

License Type:	Geology Business Information
Rank:	Business Info
License Number:	
Status:	Current
Licensure Date:	08/30/2005
Expires:	

OWNER NAME	LOCATION
WSP USA ENVIRONMENT & INFRASTRUCTURE INC	5015 S FLORIDA AVE Suite 301 LAKELAND

BUSINESS NAME AND MAILING ADDRESS
WSP USA ENVIRONMENT & INFRASTRUCTURE INC
WSP USA ENVIRONMENT & INFRASTRUCTURE INC
1075 BIG SHANTY RD. NW SUITE 100
KENNESAW, GA 30144

CODE ACTIVITY TYPE
540190 PROFESSIONAL ENGINEER
540220 PROFESSIONAL GEOLOGIST

SIGN HERE

SIGNATURE INDICATES APPLICANT READ AND UNDERSTANDS THE APPLICATION AFFIDAVIT ON THE BACK OF THE FORM AND AFFIRMS THE INFORMATION PROVIDED IS TRUE AND CORRECT.

AMOUNT DUE: 57.75

PAID - 905164 08/29/2022 HSP TP 57.75 WSP USA ENVIRONMENT & INFRASTRUCTURE INC

For Your Information: What You Need To Know About Tangible Personal Property

Every individual or firm doing business and located in Polk County is also subject to the tangible personal property requirement.

An initial tangible personal property tax return is required to be filed with the Polk County Property Appraiser`s Office by April 1st of the year after the business opens. The initial return is required if the business owns or leases any personal property, without regard to the value of that personal property. In subsequent years, however, no return is required unless the combined value of all business equipment is more than 25,000 dollars.

To file an initial tangible personal property tax return or for additional information, visit Polk County Property Appraiser`s Office website, polkpa.org.

POLK COUNTY LOCAL BUSINESS TAX RECEIPT
ACCOUNT NO. 70852 CLASS: B+ EXPIRES: 09/30/2023

OWNER NAME	LOCATION
WSP USA ENVIRONMENT & INFRASTRUCTURE INC	5015 S FLORIDA AVE Suite 301 LAKELAND

BUSINESS NAME AND MAILING ADDRESS
WSP USA ENVIRONMENT & INFRASTRUCTURE INC
WSP USA ENVIRONMENT & INFRASTRUCTURE INC
1075 BIG SHANTY RD. NW SUITE 100
KENNESAW, GA 30144

CODE ACTIVITY TYPE
540190 PROFESSIONAL ENGINEER
540220 PROFESSIONAL GEOLOGIST

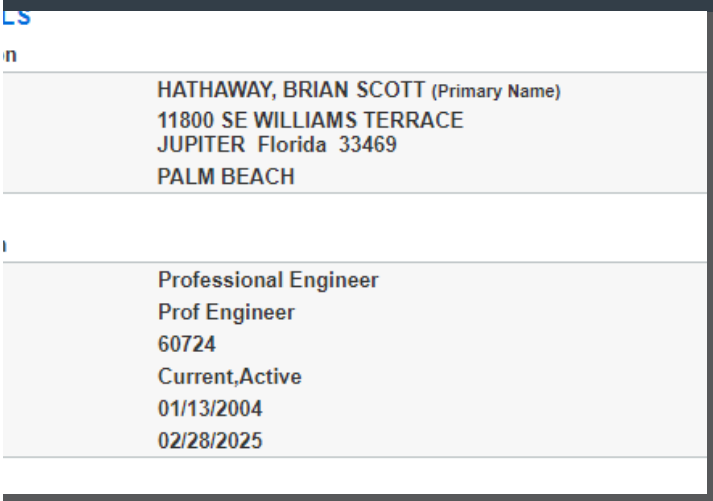
PROFESSIONAL LICENSE (IF APPLICABLE)

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID - 905164 08/29/2022 HSP TP 57.75 WSP USA ENVIRONMENT & INFRASTRUCTURE INC

Licenses and Certifications (individual)

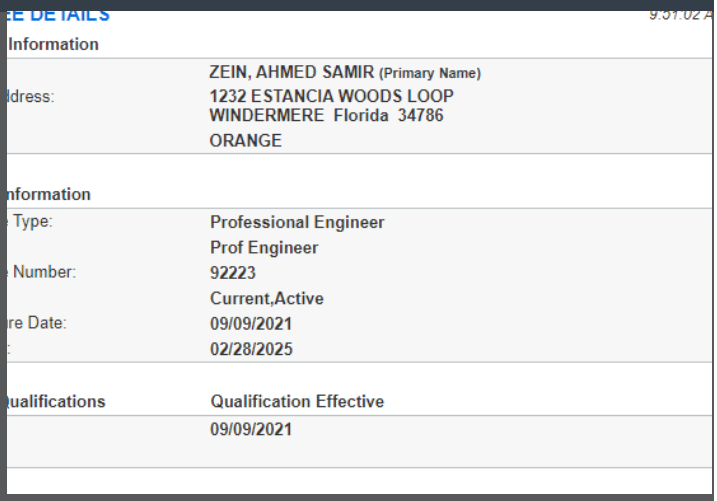


LS

n

HATHAWAY, BRIAN SCOTT (Primary Name)
11800 SE WILLIAMS TERRACE
JUPITER Florida 33469
PALM BEACH

Professional Engineer
Prof Engineer
60724
Current,Active
01/13/2004
02/28/2025



E DETAILS 9:51:02 A

Information

ZEIN, AHMED SAMIR (Primary Name)
Idress: 1232 ESTANCIA WOODS LOOP
WINDERMERE Florida 34786
ORANGE

nformation

Type: Professional Engineer
Prof Engineer
Number: 92223
Current,Active
re Date: 09/09/2021
02/28/2025

ualifications Qualification Effective
09/09/2021

GBCI

GREEN BUILDING CERTIFICATION INSTITUTE

HEREBY CERTIFIES THAT

David Butcher

HAS ACHIEVED THE DESIGNATION OF

LEED® ACCREDITED PROFESSIONAL

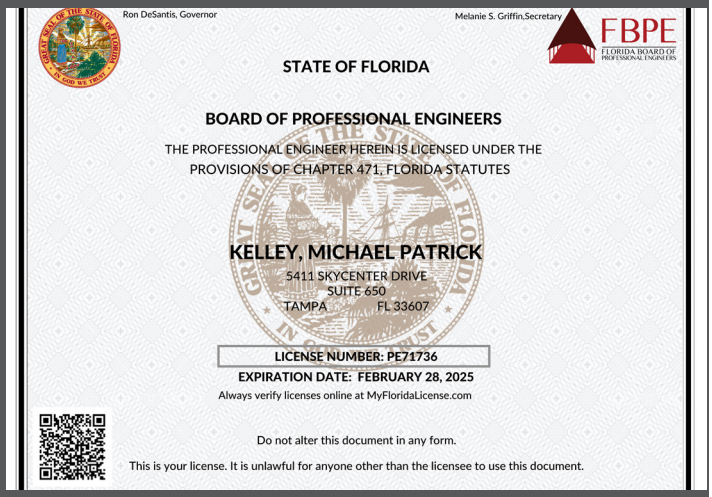
BY DEMONSTRATING THE KNOWLEDGE OF GREEN BUILDING PRACTICE REQUIRED FOR SUCCESSFUL IMPLEMENTATION OF THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED®) GREEN BUILDING RATING SYSTEM™.

LEED AP

Chairman

June 23, 2009
Date Issued

Peter Templeton, President



Ron DeSantis, Governor

Melanie S. Griffin,Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

KELLEY, MICHAEL PATRICK
5411 SKYCENTER DRIVE
SUITE 650
TAMPA FL 33607

LICENSE NUMBER: PE71736
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

Board of Certified Safety Professionals

Upon the recommendation of the
Board of Certified Safety Professionals,
by virtue of the authority vested in it,
has conferred on

John Kirby Lastinger

the credential of

Certified Safety Professional

and has granted the title as evidence of meeting the qualifications and passing the required examination so long as this credential is not suspended or revoked and is renewed annually and meets all recertification requirements.

CSP®

BOARD OF CERTIFIED SAFETY PROFESSIONALS

July 1, 2013
DATE ISSUED

24176
CERTIFICATION NUMBER

BOARD PRESIDENT SIGNATURE

BOARD SECRETARY SIGNATURE

IHMM
INSTITUTE OF HAZARDOUS MATERIALS MANAGEMENT

THIS CERTIFIES THAT

JOHN KIRBY LASTINGER

HAS SUCCESSFULLY MET ALL THE REQUIREMENTS OF EDUCATION, EXPERIENCE AND EXAMINATION, AND IS HEREBY DESIGNATED A

CERTIFIED HAZARDOUS MATERIALS MANAGER®
CHMM®

February 26, 2014
DATE OF CERTIFICATION

16556
CREDENTIAL NUMBER

July 31, 2024
CERTIFICATION EXPIRES

EUGENE A. GUILFORD, JR.
EXECUTIVE DIRECTOR

VALID SO LONG AS THIS CREDENTIAL IS RENEWED ACCORDING TO SCHEDULE AND IS NOT OTHERWISE REVOKED.

ANSI Accredited by the American National Standards Institute and the Council of Engineering and Scientific Specialty Boards

Licenses and Certifications (individual)

Board of Certified Safety Professionals

Upon the recommendation of the
Board of Certified Safety Professionals,
by virtue of the authority vested in it,
has conferred on

John Kirby Lastinger

the credential of

Certified Environmental, Safety and Health Trainer

and has granted the title as evidence of meeting the qualifications and passing the required examination so long as this credential is not suspended or revoked and is renewed annually.

CET

BOARD OF CERTIFIED SAFETY PROFESSIONALS

December 28, 2013
DATE ISSUED

13126
DESIGNATION NUMBER

BOARD PRESIDENT SIGNATURE

BOARD SECRETARY SIGNATURE

LICENSEE DETAILS *10:07:33 AM 6/13/2023*

Licensee Information

Name:	DAY, TIRRELL KENYATTA (Primary Name)
Main Address:	11628 BRANCH MOORING DR TAMPA Florida 33635
County:	HILLSBOROUGH
License Mailing:	11628 BRANCH MOORING DR TAMPA FL 33635
County:	HILLSBOROUGH

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	82160
Status:	Current,Active
Licensure Date:	01/09/2017
Expires:	02/28/2025

Special Qualifications	Qualification Effective
Structural 1	01/09/2017

LICENSEE DETAILS *10:10:13 AM 6/13/2023*

Licensee Information

Name:	GIFFONI, CARLOS AUGUSTO (Primary Name)
Main Address:	4666 SE DOGWOOD TERRACE STUART Florida 34997
County:	MARTIN
License Mailing:	4666 SE DOGWOOD TERRACE STUART FL 34997
County:	MARTIN
License Location:	4666 SE DOGWOOD TERRACE STUART FL 34997
County:	MARTIN

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	64700
Status:	Current,Active
Licensure Date:	07/12/2006
Expires:	02/28/2025

Special Qualifications	Qualification Effective
Civil	10/10/2005

LICENSEE DETAILS *10:04:24 AM 6/13/2023*

Licensee Information

Name:	HERNANDEZ, EDUARDO A. (Primary Name)
Main Address:	5821 NW 56TH PLACE TAMARAC Florida 33319
County:	BROWARD

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	77047
Status:	Current,Active
Licensure Date:	01/17/2014
Expires:	02/28/2025

Special Qualifications	Qualification Effective
Civil	07/31/2013

LICENSEE DETAILS *10:00:45 AM 6/13/2023*

Licensee Information

Name:	LIZARRAGA BARRERA, JOSE JUAN (Primary Name)
Main Address:	220 RIVERSIDE AVE. UNIT 332 JACKSONVILLE Florida 32202
County:	DUVAL

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	96605
Status:	Current,Active
Licensure Date:	06/09/2023
Expires:	02/28/2025

Special Qualifications	Qualification Effective
Civil	06/09/2023

LICENSEE DETAILS *10:01:53 AM 6/13/2023*

Licensee Information

Name:	MARKS, EDWARD H (Primary Name)
Main Address:	9011 SW 138 STREET UNIT C MIAMI Florida 33176
County:	DADE

License Information

License Type:	Professional Geologist
Rank:	PG
License Number:	PG2553
Status:	Current,Active
Licensure Date:	12/17/2008
Expires:	07/31/2024

Licenses and Certifications (individual)

LICENSEE DETAILS *10:03:17 AM 6/13/2023*

Licensee Information

Name:	MELO, LUIS R. (Primary Name)
Main Address:	6267 WEST 24TH AVE. #202 HIALEAH Florida 33016
County:	DADE

License Information

License Type:	Engineering Intern
Rank:	
License Number:	
Status:	Eligible for Exam
Licensure Date:	
Expires:	

LICENSEE DETAILS *9:55:40 AM 6/13/2023*

Licensee Information

Name:	PONCE, LUIS ALBERTO (Primary Name)
Main Address:	7840 ROCKPORT CIRCLE LAKE WORTH Florida 33467
County:	PALM BEACH

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	71723
Status:	Current,Active
Licensure Date:	07/23/2010
Expires:	02/28/2025

Special Qualifications	Qualification Effective
Civil	07/23/2010
Advanced Building Code Course Credit	08/15/2018

LICENSEE DETAILS *10:05:35 AM 6/13/2023*

Licensee Information

Name:	POZO, WINSOR C. (Primary Name)
Main Address:	7800 BEECHFERN CIRCLE TAMARAC Florida 33321
County:	BROWARD

License Information

License Type:	Professional Engineer
Rank:	
License Number:	
Status:	Eligible for Exam
Licensure Date:	
Expires:	

Special Qualifications	Qualification Effective
Civil	01/26/2017

LICENSEE DETAILS *10:00:05 AM 6/13/2023*

Licensee Information

Name:	RAZI, K M ALIM AL (Primary Name)
Main Address:	5912 MUSTANG PL ORLANDO Florida 32822
County:	ORANGE

License Information

License Type:	Professional Engineer
Rank:	
License Number:	
Status:	Application In Process
Licensure Date:	
Expires:	

LICENSEE DETAILS *10:02:45 AM 6/13/2023*

Licensee Information

Name:	RICHCREEK, DEREK (Primary Name)
Main Address:	6580 SEMINOLE BLVD LOT 408 SEMINOLE Florida 33772
County:	PINELLAS

License Information

License Type:	Professional Geologist
Rank:	PG
License Number:	PG2867
Status:	Current,Active
Licensure Date:	12/09/2014
Expires:	07/31/2024

LICENSEE DETAILS *9:53:36 AM 6/13/2023*

Licensee Information

Name:	ROJAS, ALEXANDER (Primary Name)
Main Address:	3921 NEW VALENCIA GREENACRES Florida 33467
County:	PALM BEACH

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	75704
Status:	Current,Active
Licensure Date:	02/01/2013
Expires:	02/28/2025

Special Qualifications	Qualification Effective
Civil	02/01/2013
7th Edition, Florida Building Code	12/19/2022

LICENSEE DETAILS *9:56:55 AM 6/13/2023*

Licensee Information

Name:	ZHAO, WENBIN (Primary Name)
Main Address:	1284 WATERWAY COVE DR. WELLINGTON Florida 33414
County:	PALM BEACH

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	78558
Status:	Current,Active
Licensure Date:	01/01/2015
Expires:	02/28/2025

Special Qualifications	Qualification Effective
Civil	07/03/2014

As one of the world's leading professional service firms, WSP brings clarity and vision to complex challenges by working with and advising governments and private-sector clients on key aspects of earth sciences and environmental sustainability. With the recent acquisitions of the Environment & Infrastructure business (E&I) of John Wood plc. and Golder, we have built the largest environmental practice in the world. Our over 23,000 environmental professionals provide specialized services to clients in some of the most highly regulated industries, including mining, oil and gas, energy, industrial, property and buildings, water and transportation. They advise on matters ranging from clean air, water and land, to biodiversity, green energy solutions, climate change and Environmental, Social and Governance ("ESG") issues. From design, permitting, planning and operations, to decommissioning and asset remediation, our environmental professionals are ready to support you through the entire lifecycle of your projects.

5015 South Florida Avenue
Suite 301
Lakeland, FL 33813

wsp.com

Polk County

Professional Geotechnical Services and Construction Material Testing and Inspection

RFP No.: 23-328
Date: June 14, 2023
Time: 02:00 p.m.

2040

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Tab 2
Approach to the Project

Approach to the Project

WSP and our Project Execution Team has significant experience servicing similar Task Work Order (TWO) based geotechnical, construction materials testing (CMT) and inspection services contracts for numerous local City and County governments. WSP is an incumbent on Polk County's ongoing geotechnical and CMT professional services contract and are knowledgeable of this contract's requirements and experienced in providing similar services to Polk County. WSP will act as an extension to the County's available resources, as well as coordinate and communicate concisely with the County's project managers and representatives. Our Project Manager, **Mr. Ahmed Zein, PhD. PE**, will be WSP's single and direct point of contact, responsible for corresponding directly with Polk County's Contract representatives. **Mr. Brian Hathaway, PE** will serve as Principle-in- Charge and backup point of contact for the County.

TWO Execution

WSP will meet with the County's representatives within 2 to 3 days following receipt of each TWO service request to discuss and assist in the development of the scope of work (SOW). WSP will prepare a written technical proposal outlining specific details and tasks related to the work; our proposed team organizational structure; list all necessary resources and equipment required to execute the work, present a schedule identifying estimated timelines to complete field services, testing, analyses, and our technical deliverables. Our proposal will include a detailed cost breakdown of anticipated labor and testing services based on the proposed Scope of Work (SOW) and in accordance with our negotiated contract rate schedule. Mr. Zein will set up a unique WSP project identification number in our electronic cost accounting system. Our financial controls software allows our PMs to track weekly project effort and budgets.

Site Reconnaissance

It is standard practice for WSP representatives to perform a detailed site reconnaissance prior to finalizing our field exploration plans and/or mobilizing any exploration equipment. Our site reconnaissance program typically includes an initial desktop review of available historical site information, which may include previous subsurface information, USGS soil site survey information, existing site or adjacent geotechnical borings, site topographic information, available structural and/or utility plans, and historical and current aerial photographs. The desktop study is then followed by a site visit/ evaluation that is performed by WSP representatives. We will review the existing site conditions to evaluate site access and equipment mobilization concerns, site drainage, identify overhead and potential underground utilities and/or obstructions, and any other site safety concerns or conditions that can hinder or impact our ability to perform our planned exploration services. During our site reconnaissance, our field representatives will identify the location of planned borings. The exploration locations and information obtained during our site visit are later used to perform a site-specific utility clearance and conflict resolution services, including notifying public utility members through Florida's Sunshine 811 notification protocols.

Through our deep pool of resources, we are able to assign each project management and task leadership role with a dedicated professional who will be supported by a multidisciplinary firm of supporting resources to check that task and external conflicts are minimized and that the overall project is completed efficiently and in accordance with the established project schedule.

Geotechnical Field Exploration

After the WSP team receives County approval of the work order and notice to proceed, we will mobilize to the site and perform the field exploration services. Prior to commencement of the work, the WSP project manager and the on-site personnel will complete a job safety review to identify potential safety hazards and to take appropriate measures to reduce risks of injury. Tailgate safety meetings will also be regularly completed as the project progresses. The field exploration may include:

- Boring layout using GPS equipment (or by survey, if that level of accuracy is required)
- Standard Penetration Test (SPT) borings
- Solid auger stem borings
- Hand auger borings
- Rock coring (4-inch)
- Ground penetrating radar
- Cone Penetrometer Testing (CPT)
- Flat Dilatometer Testing (DMT)
- Undisturbed sampling (Shelby Tube)
- Muck probes
- Backhoe observation pits.
- GeoProbe – soil and groundwater sampling
- Well abandonment
- Piezometer/monitoring well installation
- In-situ permeability testing (recharge and pumping testing)
- Double Ring Infiltrometer (DRI) tests
- Vane shear testing
- Down hole or cross hole seismic testing
- Field resistivity testing
- Laboratory and in-situ testing

The WSP team will perform laboratory testing on soil and rock samples obtained from the field exploration program, which may include:

- Natural moisture content
- Atterberg limits
- Fines content
- Organic content
- Grain size analysis
- Hydrometer analysis
- Consolidation
- Triaxial shear strength
- Unconfined compression tests
- Specific gravity
- Permeability
- Moisture density test (standard or modified proctor)
- Corrosivity testing (pH, resistivity, chlorides and sulfates)
- Florida Bearing Value (FBV)
- Limerock Bearing Ratio (LBR)/California Bearing Ratio
- (CBR)
- Soil-cement design

Engineering Analysis and Recommendations

For this task, the WSP team will perform applicable geotechnical engineering analysis for the work order. Our experienced engineering staff can perform a full range of analyses including:

- Seepage analysis
- Slope stability evaluation
- Immediate, consolidation, and secondary (creep) settlement
- Dam and levee embankment design
- Soil-Structure interaction
- Deep foundation design – driven, auger-cast, mini and drilled piles
- Grout design
- Dewatering system design
- Shallow and mat foundation design
- Roadway design
- Earth retention structure design

Reporting

Upon competing the field exploration program and engineering analysis, the WSP team will issue a draft geotechnical report to the County for its review. A typical geotechnical report will include a description of methods, findings, and geotechnical recommendations as well as appendices containing

figures of the site location and boring locations, the boring logs, and laboratory test results .

WSP will be available to present the report findings and to respond to any review comments that the County may have. All County review comments will be incorporated into the final geotechnical report.

Construction Support

As in other tasks, the level of construction support will vary substantially depending on the type of project and the County requirements. The WSP team has the flexibility and resources to accommodate the full range of required construction support.

Assuming a moderate to large construction project, WSP would begin the task by attending a preconstruction meeting with the contractor and the County to address any concerns, review the construction schedule, identify equipment and staging areas, and review the overall objectives of the project. We strive to develop good working relationships with all project participants by encouraging an open and frequent line of communication. Our overall construction engineering inspection and administrative services will include:

- Document construction activities with reports and photos
- Material and compaction control
- Monitoring construction operations and materials placement methods
- Construction materials testing (laboratory and field)
- Review/approve shop drawings and alternative materials
- Approval of field adjustments
- Administration/approval of payment requests

We will develop and implement a construction quality assurance/quality control plan to document and verify that the construction activities meet the requirements of the project plans and specifications. Two important components of construction inspection are timely reporting of compliance testing results and accurate, systematic tracking of any deficiencies and subsequent repairs in the work. We have completed construction inspection on many major construction projects and have developed tracking systems and reporting protocols using a system of spreadsheets for maintaining field and laboratory test data and results.

Deliverables

A specific deliverable will be provided at the completion of each project milestone, as delineated in the statement of work for each work order. The WSP team will solicit input from the County as the project progresses and as each deliverable is being developed so that the final deliverable is acceptable to the County and fully complies with the project requirements. When appropriate, a draft version of the deliverable will be submitted to the County for comment prior to completion of the final deliverable. All draft and final submittals will be accompanied by a signed Quality Certificate of Compliance.

Completion Schedule

The cost proposal generated for each task order will provide detailed schedules for completing each deliverable. These schedules will vary depending on the type of task order received. The WSP team takes pride in our ability to provide sufficient manpower on a project to meet aggressive design and construction schedules.

WSP can mobilize a rig and crew to most any site within the County's geographic area within three to five working days. This includes the two-day requirement for clearance of the utilities. The specific time of drilling and other field activities is a function of the amount of fieldwork, number of borings, and other quantitative aspects of the field program.

Laboratory work is typically begun within two weeks following the completion of drilling, or after the first few days of drilling activities have generated the first batch of soil and rock samples. Laboratory work generally continues until two to three weeks after the completion of the fieldwork.

Preliminary engineering analysis begins after the soil and rock samples are visually classified. Draft profiles are created for our foundation or other engineering analyses. This process continues until the laboratory results are completed and the final analyses are begun. This process is a function of the complexity of the

project. The preparation of the draft report is prepared at the conclusion of our analyses. The preparation and review can take from several hours to several days.

Our project completion schedule is directly proportional to the complexity of the specific project and the amount of effort required to complete the tasks. Our work and the effort required to complete the work will be monitored and adjusted to meet your required schedule,.

Quality Assurance/Quality Control

Successfully conducting multi-discipline, multi-task projects requires more than just resources, it also requires processes. It begins with planning and is supported by internal quality programs designed to ensure appropriate level of leadership, customer care, and technical competency are brought to every project. We have comprehensive and proven QA/QC systems and procedures and personnel to ensure quality management and execution of all program and projects. Quality is always part of the project deliverable.

The ultimate purpose of our QA/QC program is to provide clients with confidence that services are performed according to agreed-upon specifications and within applicable rules, regulations, codes, and standards, to the highest extent possible. It is strongly imbedded in our culture to implement the practices described in our Corporate QA Procedures. The foundation of the QA program is the use of fully trained personnel, accurately calibrated and maintained equipment, and review of all reports, proposals, and test data by our principal professionals. All reports, proposals, and test data provided to clients are required to have a senior independent review. Principal or Senior level professionals must perform the review for all services requiring engineering or scientific evaluation, interpretation, or judgment.

Our QA Manual outlines engineering and science policies, and various discipline specific work and test procedures that are key elements of our QA Program. The system of functions and controls we've established apply to all disciplines and scopes of services. Provisions are included for incorporation of client specific requirements such as FDOT roadway and traffic design standards, standard specifications for road and bridge construction as well as the PD&E Manual and the Department's regulations and operating procedures.

For this contract, we have assigned **Mr. David Butcher, PE** and **Mr. Michael Kelley, PE** for QA/QC. They will

provide continuous QA/QC throughout the life of the contract. We also believe it is equally important that our team for each assignment has a comprehensive understanding of all tasks at hand and the necessary skills and level of expertise to allow for timely performance. Perhaps more than any other factor, the staff assigned to each project is key to quality management, maintaining the project budget, and remaining on schedule. Our project team is comprised of a group of highly qualified and experienced professionals who have completed multiple projects with nearly identical scopes of services, budgets, and schedules. This collection of expertise, experience, and professional judgment is irreplaceable when it comes to managing project budget and schedule. Additionally, our team includes support staff with experience on projects that are similar in scope and are capable of supplementing, in the event that unforeseen circumstances necessitate additional resource commitments to meet or improve schedule and/or budget performance standards.

It is important to know that we thoroughly enjoy working with Polk County to improve our quality-of-life standards through infrastructure projects. Although we are a large firm, many of us are life-long residents of Polk County and thrive on providing high-quality and responsive services here at home. Additionally, we understand the budgetary constraints of our municipal clients and know how to provide our services in the most cost-effective manner to the utmost satisfaction.

As one of the world's leading professional service firms, WSP brings clarity and vision to complex challenges by working with and advising governments and private-sector clients on key aspects of earth sciences and environmental sustainability. With the recent acquisitions of the Environment & Infrastructure business (E&I) of John Wood plc. and Golder, we have built the largest environmental practice in the world. Our over 23,000 environmental professionals provide specialized services to clients in some of the most highly regulated industries, including mining, oil and gas, energy, industrial, property and buildings, water and transportation. They advise on matters ranging from clean air, water and land, to biodiversity, green energy solutions, climate change and Environmental, Social and Governance ("ESG") issues. From design, permitting, planning and operations, to decommissioning and asset remediation, our environmental professionals are ready to support you through the entire lifecycle of your projects.

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Polk County

Professional Geotechnical Services and Construction Material Testing and Inspection

RFP No.: 23-328
Date: June 14, 2023
Time: 02:00 p.m.

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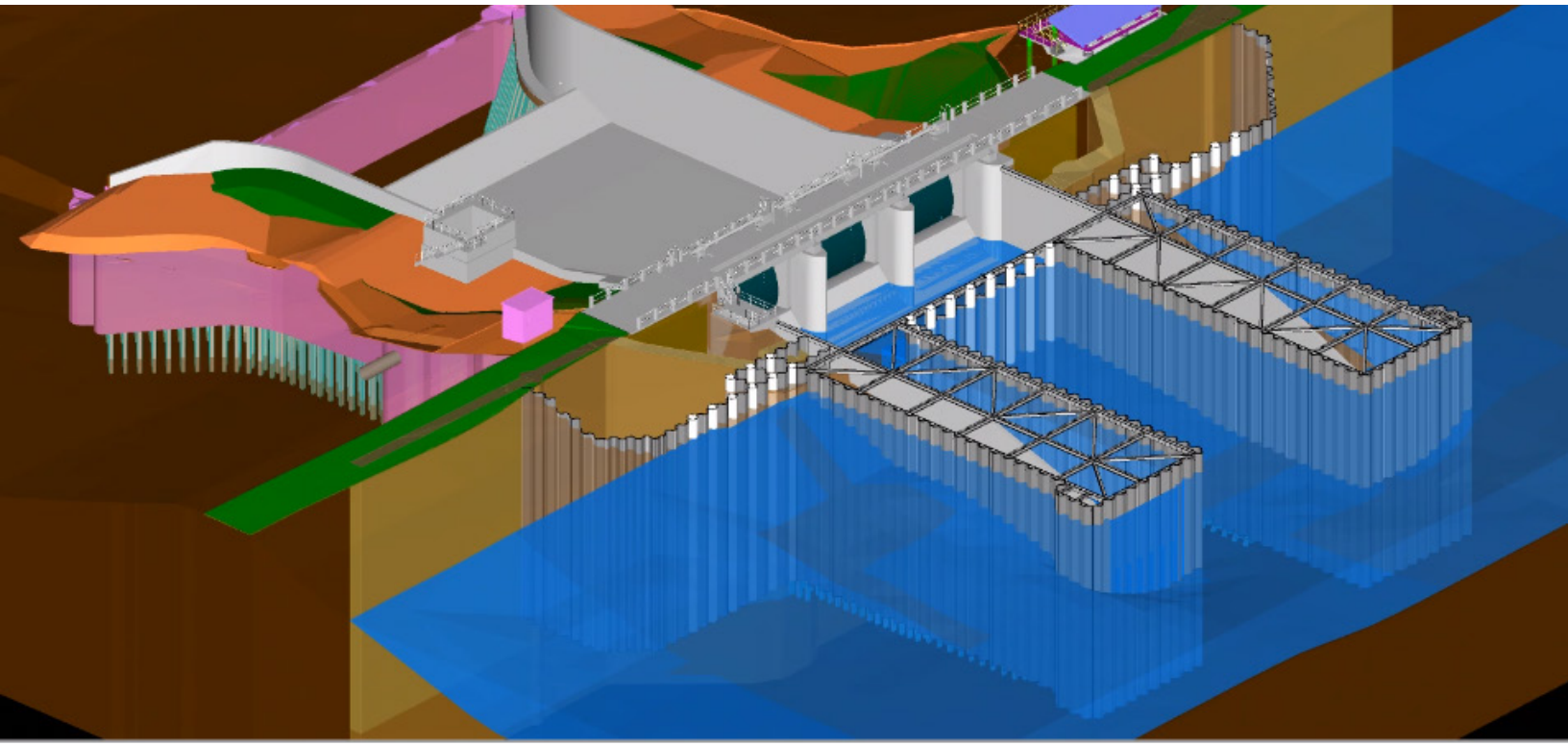
Tab 3
Experience, Expertise, Personnel and Technical Resources

Similar Projects

In the following pages is our project experience with projects related to geotechnical and construction material testing and inspection services in the past 5 years.



Lake Manatee Dam Phase I Emergency Repairs and Phase II Final Repairs

Bradenton, Florida

During the implementation of a supplemental dam safety inspection for the Lake Manatee Dam near Bradenton, Florida, WSP identified a serious internal erosion and piping failure mechanism that had been present shortly after construction and that required the emergency installation of a deep seepage cutoff wall to prevent a failure of the dam. Phase I of this project involved the emergency installation of the cutoff wall and was completed in 2015. Phase II was initiated in 2015 and is ongoing. Phase II's purpose is to repair non-emergency type damage and to restore the Service Spillway seepage control system.

The Lake Manatee Dam is located on the Manatee River 14 miles west of Bradenton, Florida and is an in-stream reservoir approximately 20 miles upstream of the discharge point of the Manatee River into Tampa Bay. It was constructed between 1965 and 1967 for drinking water to Manatee County. It consists of an approximately 4,700-foot-long earthen embankment with both an Ogee-type reinforced concrete service spillway and an earthen fuse-plug type emergency spillway.

What was unique about this project?

The emergency nature of this project within a compressed time frame and the complexity of managing a $20-million construction project from initial conception through subsurface investigation to design and permitting and into final construction in a 3.5-month time frame are truly unique. **The client commented that WSP showed excellent responsiveness to their needs throughout the project.**

Firm/Responsibility:

WSP/Prime

Geotechnical Design and Construction Inspection and Material Testing

Client/Owner:

Carollo Engineers/ Manatee County

Client Contact:

Albert Rosenstein
4410 66th Street West
Bradenton, Florida 34210
P: 941.708.7450 ext. 7219
albert.rosenstein@mymanatee.org

Project Cost:

$4.4 million

Project Dates:

2013 to ongoing

Change Orders:

- No change orders

Se7en Wetlands Treatment System - Embankment Dams Annual Inspections

Lakeland, Florida

WSP was directed by the City of Lakeland to perform annual visual dam safety inspections for the existing Se7en Wetlands Treatment System (AWTS). The annual safety inspections have been performed by WSP since 2018 and are ongoing. The ultimate objective of the Dam Safety program at the facility is to prevent an uncontrolled release of the impounded water retained in each of the seven cells. The annual dam safety inspections are focused on observations and documented behavior of the dam corresponding to three failure modes including overtopping, internal erosion, and mass movement. The inspections are conducted in general accordance with Florida Administrative Code (FAC) Chapter 62-672.

WSP provided the following services as part of its annual dam safety inspection at AWTS:

- Review all available data from the previous year's dam safety inspection and review weekly inspection data provided by the City of Lakeland.
- Perform site inspections and document the current embankment and structure conditions.
- Provide report outlining a historical review of the perimeter dikes including previous performance and repairs, facility weekly inspection reports, and observations and recommendations for maintenance.
- Provide on-call contingency services.

Firm/Responsibility:

WSP/Prime

Geotechnical Design

Client/Owner:

City of Lakeland

Client Contact:

Molly Klinepeter
Environmental Scientist
P: 863.834.6581
E: Molly.Klinepeter@lakelandgov.net

Project Cost:

Original: $13,179
Ending: $9,290

Project Dates:

2018 to ongoing

Change Orders:

- No change orders

Lainhart and Masten Dam Repairs

Jupiter, Florida

SFWMD hired WSP to design the repair of two old low-head dams and the reconstruction of the streambank and floodplain where the river had eroded a bypass around the left abutment of the Masten Dam. The dams are 1930's vintage weir structures that prevent saltwater intrusion, maintain floodplain water levels, and facilitate year-round canoeing and kayaking along one of Florida's most iconic streams. The design was a matter of much public interest given that the Loxahatchee River is one of two National Wild and Scenic Rivers in Florida. The client required a robust and long-term engineering and ecological solution.

WSP's approach integrated soil bioengineering and natural channel design with geotechnical engineering and river mechanics to provide a robust system with a highly natural and historically accurate aesthetic. The design required collaboration with the Loxahatchee River Management Coordinating Council, as well as an interdisciplinary SFWMD design review panel convened to meet U.S. Army Corps of Engineers Dr. Checks quality assurance and control criteria. The project consisted of several key components, requiring coordination among team members from WSP and two sub-contractors.

The project required WSP to provide a very high level of structural integrity while meeting a natural and historic aesthetic. This involved protecting centuries old cypress trees within the earthwork areas, literally rebuilding the eroded shoreline and floodplain swamp around them. Soil bioengineering techniques new to the District were designed, and WSP developed the District's first Vegetated Reinforced Soil Slope (VRSS) specification sheet to rebuild and stabilize the river bank. Additional erosion and scour protection was provided by hand-placed articulated concrete blocks and marine mattresses.

Firm/Responsibility:

WSP/Prime

Geotechnical Design and Construction Inspection Services

Client/Owner:

South Florida Water Management District

Client Contact:

Octavio B. Castillo, PE
3301 Gun Club Road
West Palm Beach,
Florida 33406
561.682.6920 (p)
occastil@sfwmd.gov

Project Cost:

$2.2 million

Project Dates:

2014 to 2018

Change Orders:

- No change orders

Mosaic SFM-11 Phosphatic Clay Settling Area

Bowling Green, Florida

WSP has conducted a geotechnical investigation, complete engineering design analyses, provide design construction recommendations and provide technical and construction control services for the SFM-11 Phosphatic Clay Settling Area (SFM-11). The design and construction criteria were selected to conform to Mosaic's technical guidelines and the requirements of Chapter 62-672, Florida Administrative Code (FAC). The subject site is located approximately 3.0 miles east of the intersection of U.S. 17 and County Line Road near Bowling Green, Hardee County, Florida (Section 6 Township 33 South, Range 26 East, and Section 1 Township 33 South, Range 25 East). Approximately 13,000 linear feet of perimeter earthen embankment will be constructed to form the three sides of SFM-11 adjacent to the existing SFM-9 CSA. The settling area will also include a stormwater ditch, return hydraulic ditch, and two spillways. The approximate footprint of SFM-11 is 410 acres. SFM-11 has a minimum crest elevation of 165 feet NGVD and a maximum design fluid level at elevation 160 feet.

A return hydraulic ditch will be located along the north side of the settling area and will be connected to the existing SFM-9 plant return hydraulic ditch. Two adjustable-weir decant spillway structures located at the northwest portion of the settling area will discharge clarified water into the return hydraulic ditch system with a maximum operation water elevation of 132 feet.

Firm/Responsibility:

WSP/Prime

Geotechnical Design and CMT services

Client/Owner:

Mosaic Fertilizer, LLC

Client Contact:

Michael O'Reilly
414 W. Main Street
Wauchula, Florida 33873
863.486.3791 (p)
michael.oreilly@mosaicco.com

Project Cost:

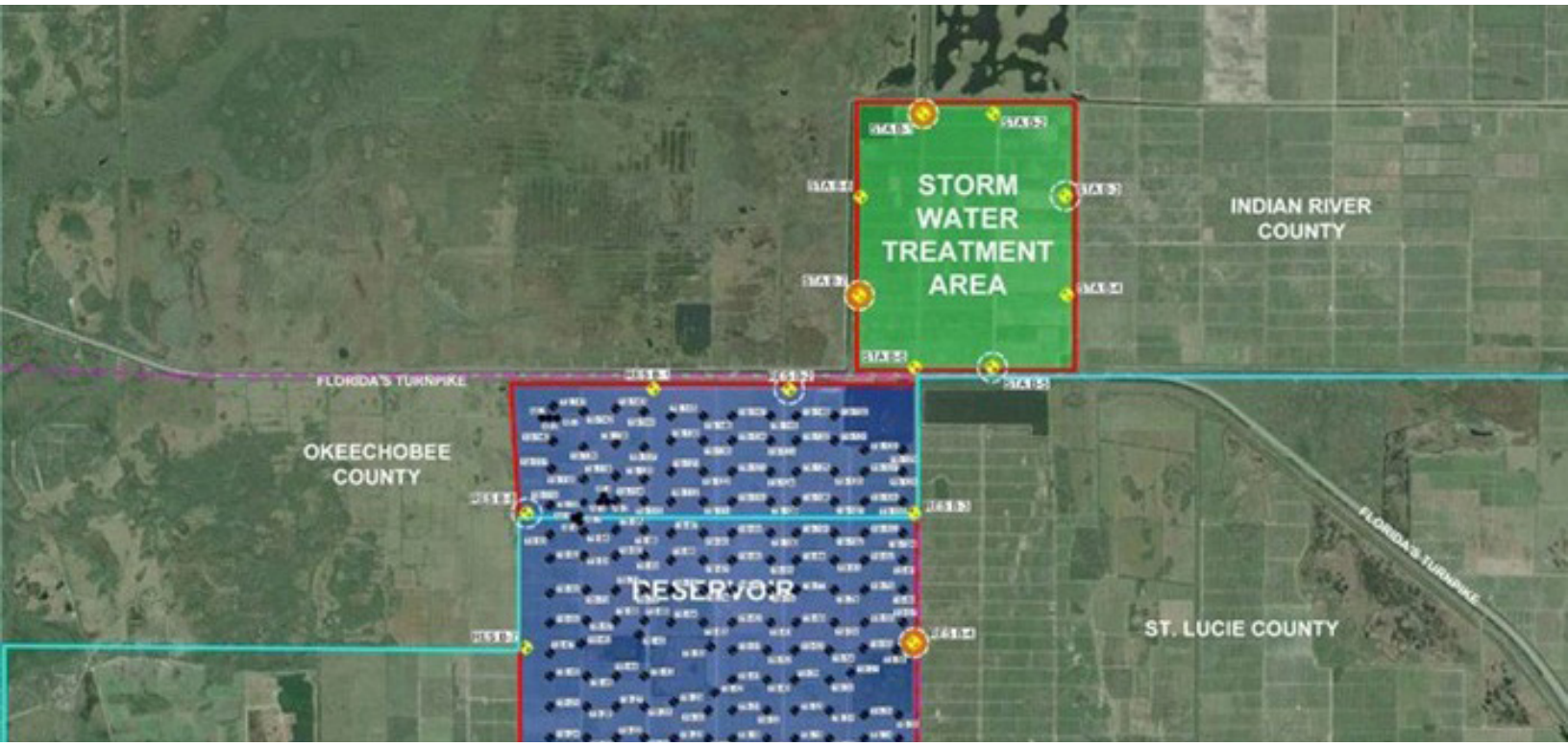
$3 million

Project Dates:

2016 to Ongoing

Change Orders:

- No change orders



Grove Land Reservoir and Stormwater Treatment Area, Phase II

Okeechobee and Indian River Counties, Florida

The proposed 5,000-acre reservoir is expected to store 15 feet of water, providing approximately 75,000 acre-feet of above-ground storage on the 5,683-acre tract. Water from the reservoir would flow to the 2,000-acre STA to the north. Conveyance improvements and additional capacity for the C-23 and C-24 Canals will allow additional excess water from those watersheds to also flow to the reservoir via the C-25 Canal. The STA would reduce total phosphorus and total nitrogen concentrations in the water using advanced wetland treatment technology. This treated water could be discharged to the SJRWMD C-52 flow-way or to the SFWMD's C-25 Canal for water supply and environmental deliveries. Construction is expected to take two years.

For Phase II, WSP has provided engineering and environmental services, including:

- Initial geotechnical site investigation including Standard Penetration Test (SPT) borings, piezometer installation, mechanical auger borings, Cone Penetration test (CPT) soundings, soil classification testing, and advanced geotechnical laboratory testing
- Phase II Environmental Site Assessment of the project site involving soil sampling, laboratory testing, and completion of a Screening Level Ecological Risk Assessment (SLERA).
- Dam hazard classification determination
- 30% Design Freeboard determination based on wave run up, set up, and overspray for a series of design wind and rainfall events
- 30% Design Seepage, stability, settlement, and seismic design of the proposed reservoir and STA embankments

Firm/Responsibility:
WSP/Prime

Geotechnical Design

Client/Owner:
Hazen & Sawyer

Client Contact:
Fred Holmes
2420 S. Lakemont Avenue, Suite 325
Orlando, Florida 32814
(407) 362-1102 (p)
fholmes@hazenandsawyer.com

Project Cost:
$2 million

Project Dates:
2021

Change Orders:
- No change orders

US HIGHWAY 27 AT FOUR CORNERS BLVD. – INTERSECTION IMPROVEMENTS

Davenport (Polk County), Florida

WSP has provided several professional services through task order assignments for Polk County, including geotechnical engineering and construction material testing services. In 2020, Polk County was planning to perform milling and resurfacing on the two, 12-foot wide, west-bound lanes at the intersection of US Highway 27 and Four Corners Boulevard, as part of intersection improvement activities in Davenport, Florida. The County was also planning the addition of an 11-foot wide turn lane to the east-bound lane of the intersection. WSP was retained by Polk County to perform a geotechnical exploration to provide recommendation pertaining to the construction of pavements associated with the project. The project was completed on time and within budget.

Geotechnical Design: To assist Polk County with the design and construction of the proposed intersection improvements, WSP provided the following geotechnical design services:

- Site reconnaissance.
- Geotechnical exploration consisting of three soil test borings, three hand auger borings, sampling and laboratory testing.
- Existing pavement evaluation.
- Geotechnical engineering report containing recommendations for the site preparation, earthwork, pavement design and construction, and findings of existing pavement evaluation.

Firm/Responsibility:

WSP/Prime

Geotechnical Services

Client/Owner:

Polk County

Client Contact:

Doug Gable, PE
Project Manager
Polk County Roads & Drainage Division
3000 Sheffield Road, Bldg. 2864, Winter Haven, FL 33880
P: 863.535.2285
E: DougGable@polk-county.net

Project Cost:

$13,191

Project Dates:

2020

Change Orderss:

- No change orders

Bay Pines National Cemetery Expansion

St. Petersburg, Florida

Master Planning: WSP assisted preparing a refined site layout plan for the 5-acre expansion parcel based on previously established option for development of roads, columbaria and in-ground cremains gravesites. Further, WSP provided a site layout plan drawing and associated written recommendations to JG&A to be developed by JG&A into the schematic plan submittal for the expansion area. WSP is also assisting JG&A in incorporating the VA's comments into a final layout for submission to the VA with the Design Development package.

Storm Water and Wetlands Support: WSP addressed stormwater requirements in support of the civil design work to be performed by others. WSP collaborated with other consultants to formulate the required stormwater design for the expansion and provided assistance offered recommendations on meeting the required Florida stormwater regulations.

Geotechnical Design: In order to assist in master planning and preparing the site layout plan, WSP provided the following geotechnical design services:

- Geotechnical exploration consisting of thirteen soil test borings, sampling and laboratory testing.
- Geotechnical engineering analyses including bearing capacity, settlement of the shallow foundation based on the findings of the geotechnical exploration.
- Geotechnical Engineering report containing recommendations for the site preparation, earthwork, shallow foundations and pavement design and construction.

Firm/Responsibility:
WSP/Prime

Geotechnical Design

Client/Owner:
John Gallup & Associates

Client Contact:
Patrick West, RLA
Project Manager
Phone: 412.925.0074
Email: Patrick_west@johngallup.com

Project Cost:
$157,593

Project Dates:
2022 to ongoing

Change Orders:
- $9,000 for additional geotechnical scope

Multiple Services for The City

Fort Lauderdale, Florida

WSP has an extensive experience providing multiple engineering and construction services to The City of Fort Lauderdale since 2013. Services include geotechnical engineering, geotechnical explorations, laboratory and construction materials testing, construction engineering inspections (CEI), structural and architectural special inspections services, environmental engineering, groundwater monitoring, and quality assurance reviews. Below is a list of projects WSP has completed for the City of Ft. Lauderdale:

- Ft. Lauderdale Executive Airport- Taxilane Charlie Pavement Rehabilitation and Replacement of Airfield Lighting
- Ft. Lauderdale Executive Airport U.S. Customs and Border Protection Facility
- George T. Lohmeyer Waste Water Treatment Plant Grit Chamber Concrete Condition Assessment
- Gore Betz Park Pavilion Structure
- Flagler Greenway Project
- Seawall along North Bank of New River, FXE to Andrews Ave.
- Southeasd 18th Street Stormwater Improvements
- Annual Utility Repairs
- Snyder Park ADA Ramp
- East Las Olas 12" Force Main Replacement (SE 17th Avenue to Lido Drive Pump Station
- Croissant Park, Small Water Main Improvements
- Las Olas Corridor Improvements
- Port Condo Large Water Main Improvements & Geotechnical Testing
- Aquatic Center Renovation Project
- Five Ash Water Treatment Plant Filter Media Rehabilitation

Firm/Responsibility:

WSP / Prime

Geotechnical, CMT, and Construction Inspections

Client/Owner:

City of Fort Lauderdale

Client Contact:

Scott Teschky, CCM, LEED AP BD+C
100 N. Andrew Avenue
Fort Lauderdale, Florida
USA 33301
P: 954.828.6195
E; STeschky@fortlauderdale.gov

Project Cost:

$1.3 million

Project Dates:

2013 to ongoing

Change Orders:

- No change orders

Organizational Chart and Resumes of Key Personnel

The following pages include our key staff dedicated to this contract. Our staff is qualified and eager to continue working with the County.

WSP Organizational Chart

POLK COUNTY

Principal-in-Charge
Brian Hathaway, PE

Project Manager
Ahmed Zein, PhD, PE

Quality Assurance / Quality Control
David Butcher, PE, LEED AP
Michael Kelley, PE

Safety
Kriby Lastinger, CSP, CHMM. CIT

Geotechnical Engineering
Ahmed Zein, PhD, PE
Mark Keown, PE
Luis Ponce, PE, CGC
Wenbin Zhao, PhD, PE
Carlos Giffioni, PE
Amr Ewais, PE
Alim Razi, PE
Jose Lizarraga, PhD, PE
Chrtistan Wireko, PhD, PE

Construction Inspections and Laboratory Testing
Alexander Rojas, PE, CWI
Winsor Pozo, EI
Jose Quiroz
Marcia Chacon
Elias Manzur
Valwin Knight
Victor Hosey
Billy Davis

Structural and Steel Inspections
Adil Khan, PE
Halim Bas, PE
Michael Philipps, CWI, NDT Level II, NICET Level 1
Rex Harrison, CWI, NDT Level II, NICET Level 2
Leonard Patterson, CWI, NDT Level II
Tirrel Day, PE
Shrey Lunagaria

Geotechnial Investigations
Dennis Crawford, PE
Edward Marks, PG
Derrick Richcreek, PG
Luis Melo, EI

Pavement / Asphalt
Eduardo Hernandez, PE
Michael Lewkutz
Pablo Marin Gallo
Daniel Chotos

Geotechnical Drilling
AmDrill, Inc.
Madrid Engineering Group
Ambient Technology Inc.

Geophysical / SUE
GeoView Inc.

Brian Hathaway, PE

Principal-in-Charge

Firm Name

WSP

Firm Title

Transportation and Engineered Construction Service Line Lead

Years of Experience

Industry: 23 years

WSP: 23 years

Education

MS, Civil Engineering, University of Florida, 2000

BS, Civil Engineering, Florida State University, 1998

Certifications/ Licesnes

Professional Engineer - FL

Office Location

West Palm Beach, Florida

Career Summary

Mr. Brian Hathaway is a licensed professional engineer with more than 20 years of professional experience with primary emphasis in geotechnical and civil engineering, subsurface exploration techniques, site characterization, QA/QC materials testing, and civil construction practices. Mr. Hathaway has managed and provided engineering services for various design and construction-related projects throughout Florida, Alabama, and Georgia. These projects include residential structures and commercial developments; state roadways, highways and bridges; multi-story building structures; educational facilities; hospitality structures; tower structures; parking garages; marine and port facilities; power and process facilities; heavy civil construction; wastewater and water treatment facilities; pump stations; lift stations; utilities and stormwater drainage; earthen impoundment structures; filter marshes; park facilities; and solid waste landfills. The services provided by Mr. Hathaway involve all aspects of the project lifecycle, including scope development, cost-estimating, subcontractor selection, project management, resource management, planning, execution, cost controls, scheduling, risk assessment, contract reviews, engineering design analyses, and technical reporting.

Professional Experience

Monroe County, Tax Collectors Office Facility Assessment and Repairs, Marathon, Florida, $74,561, 05/2018-09/2019, WSP: Senior Geotechnical Engineer. Monroe County Tax Collector building is a one-story structure with a total roof area of approximately 8,500 square feet. WSP is preparing repair construction documents including plans, geotechnical, and permits for the damaged portion of the structure. WSP is also investigating the possibility of mitigating future, similar hurricane damage to the building with a flood-mitigation structure; and if warranted, design the structure. WSP collected information to determine whether a flood-hazard mitigation structure will likely mitigate similar, future damage to the building, due to hurricanes. We collected and synthesized relevant data from Monroe County, the City of Marathon, the U.S. Geological Survey, the U.S. Army Corps of Engineers, the Federal Emergency Management Agency, the National Oceanic and Atmospheric Administration, the South Florida Water Management District, and the State of Florida. We used the synthesis to determine whether a structure can mitigate similar damage, and if so, what type of structure.

South Florida Water Management District, C-41A Segments I-III Canal Improvements, Okeechobee, Florida: Project Manager/Senior QC Engineer. Responsible for cost proposal, subcontractor selection, project management and QA inspections during construction. The project is in Highlands County, Florida, approximately 7 miles west of the City of Okeechobee. The construction work consists of canal bank stabilization of approximately 18 miles of the C-41A canal banks.

School Board of Broward County, Geotechnical and Materials Testing Contract, Broward County, Florida, Cost Varies, 2018-Ongoing, WSP: Contract Manager/Senior Geotechnical Engineer. WSP was selected by the School Board of Broward County as a professional consultant to provide geotechnical, construction materials, and laboratory testing services, and threshold and structural inspection services. The projects performed under this contract are performed on a task work order basis.

Ahmed Zein, PhD, PE

Project Manager / Geotechnical Lead

Firm Name

WSP

Firm Title

Assistant Vice President, Geotechnical Engineer

Years of Experience

Industry: 18 years

WSP: 2 years

Education

PhD, Civil Engineering, University of South Carolina-Columbia, 2005

BS, Civil Engineering, Helwan University, Cairo, Egypt, 2001

Certifications/ Licesnes

Professional Engineer - FL, SC, OH, LA

Office Location

Altamonte Springs, Florida

Career Summary

Dr. Ahmed Zein, PhD, PE is an Assistant Vice President with WSP. He received his PhD degree in Civil Engineering from the University of South Carolina. He has nearly two decades of geotechnical engineering and construction materials testing experience.

Dr. Zein's main tasks as an associate engineer includes managing geotechnical design projects, developing field and laboratory testing programs, project budgeting, overseeing field investigations, performing engineering analyses, preparing geotechnical reports and proposals, and consulting with clients.

He has a diverse background in computer modeling of geotechnical engineering problems. He has performed shallow and deep foundation design, pavement design, slope stability analysis, seepage analysis, liquefaction analysis and site-specific seismic analysis for a multitude of structures. He worked on a multitude of geotechnical engineering projects ranging from high rise office buildings and state highway projects to schools, single story commercial structures, power and industrial facilities and communication towers.

Professional Experience

Confidential Private Utility Client, Deep Mixing Method (DMM) for Liquefaction Mitigation, Coal Ash Management Program, Southern Indiana, (03/2019-08/2021), : Lead Geotechnical Engineer. Lead geotechnical engineer for the design of a DMM stabilization system for improving the liquefaction resistance of foundation soils for a CCR impoundment. The project included conducting a geotechnical investigation and engineering design for DMM panels along 2,800 feet of existing dikes.

Texas Department of Transportation (TXDOT), I-635 LBJ East Design-Build Project - Dallas County, Texas: Senior Geotechnical Engineer and Lead Verifier. The I-635 LBJ East Project is a design-build roadway construction project to improve mobility, operations and safety along Interstate 635 (I-635) in Dallas County. The project spans 11 miles beginning just east of US 75 in North Dallas to I-30 in Mesquite. Construction began in the spring of 2020 and will last through late 2024. Senior Geotechnical Engineer as part of a successful joint venture (Pegasus Link Constructors) Design-Build team developing design and construction recommendations for all MSE retaining walls associated with the project. Dr. Zein provided oversight for the design of several MSE walls performed in-house and reviewed project plans for preparation of the soil profile sheets and design summary data presented on the project construction plans.

Ohio Department of Transportation (ODOT), CUY-90 Innerbelt CCG2 Project (PID 82119) - Cleveland, Ohio, (07/2013-12/2013): Project Geotechnical Engineer and Independent Technical Reviewer. Independent Technical Reviewer for several of the geotechnical engineering recommendation reports provided for designing the bridge and abutment foundations associated with Interstate Route 90 (IR-90) Eastbound Innerbelt Bridge over the Cuyahoga River in downtown Cleveland, Ohio. The project consisted of designing and constructing a new five-lane bridge. In addition to serving as the technical reviewer for foundation design, other responsibilities included performing complex stress and settlement analyses for the bridge abutments.

David Butcher PE, LEED AP

Quality Assurance / Quality Control

Firm Name
WSP

Firm Title
Senior Civil Engineer

Years of Experience
Industry: 29 years

WSP: 20 years

Education
PhD, Civil Engineering, University of South Carolina-Columbia, 2005

BS, Civil Engineering, University of South Florida, 1995

Certifications/ Licesnes
Professional Engineer - FL, ID

LEED Accredited Professional

Office Location
Lakeland, Florida

Career Summary

Mr. David Butcher is a Senior Civil Project Manager with more than 25 years of experience. He serves as a lead project engineer on many large-scale and multi-disciplinary public and private projects dealing with all aspects of civil engineering, including water resources, stream restoration, dam rehabilitation, general civil, roadway design, recreational trail and park design, potable water and sanitary sewer design, lift station designs, bridge scour analysis, bridge hydraulic reports, and permitting with multiple agencies throughout Florida. In addition, Mr. Butcher excels at assisting our clients with public meetings and project education to both permitting agencies and constituents. He received the Community Award for Excellence by the Hillsborough County Planning Department, and his award-winning design work has been recognized for its excellence and contribution to community rehabilitation.

As a LEED AP Civil Engineer, Mr. Butcher has been responsible for managing engineering and design staff for nearly 10 years on a variety of civil and water resources projects for both public and private clients Throughout his career, he has been responsible for managing engineering and design staff on a variety of civil engineering projects for both public and private clients.

Professional Experience

Polk County Roads and Drainage Division, Drainage Retrofit Projects, Polk County, Florida: Lead Civil Engineer. Provide on-call service to transportation division for drainage retrofit projects affecting existing roads. Recent projects include Wahneta Infrastructure Masterplan, Bomber Road, Sunset Trail, Micanopy, Greenwoods Drive, Swindell Road, Kristina Court, Durham Drive, Stanley Ditch, Walt Williams Road, and many others. Stormwater projects typically include analysis and determination of causes of flooding, alternatives analysis for addressing the problem, and development of design plans to construct improvements. Undersized conveyances and/or surge ponds are typically required to reduce the flooding but not cause problems downstream from the increased flows. This requires compromises between an optimal design and working with and tying into other existing, often undersized, facilities. Stormwater and environmental permitting differ for each specific project. Other projects include roadway, intersection, and sidewalk design.

Polk County Utilities Division, Continuing Services Contract: Project Engineer/ Quality Assurance. Involved with utility system design and rehabilitation projects throughout Polk County. Completed several water main projects including the Polk County Utilities and Haines City Water Main Interconnect, Lily Lake Water and Wastewater Transmission System Design, Waverly Water Transmission System Design, Frostproof Water Main Extension, U.S. 27 Water System Improvements, S.R. 540 Water Main Extension, Moore Road Water Main Extension, and Pine Glen Subdivision Water Service Retrofit..

Michael Kelley PE

Quality Assurance / Quality Control

Firm Name
WSP

Firm Title
Vice President - US Mine Waste

Years of Experience
Industry: 27 years

WSP: 2 years

Education
MSc, Geotechnical Engineering, Florida Institute of Technology, 1998

BS, Civil Engineering, Florida Institute of Technology, 1994

Certifications/ Licesnes
Professional Engineer, LA ID, AL, TX, FL

Office Location
Tampa, Florida

Career Summary

Mr. Michael Kelley has more than 25 years of civil, geotechnical, environmental and water resource engineering experience with significant expertise in management of mining and industrial operations, infrastructure design and construction support, facility operations and maintenance, environmental assessment, compliance and permitting, and facility closure. Specific areas of technical expertise including design of earthen dam structures for tailings disposal and water management, industrial waste and wastewater containment facilities, capping and liner systems for waste and process water treatment and disposal facilities, aquatic restoration and sediment removal dredging operations , site development and civil infrastructure. Mr. Kelley also has significant experience providing construction support services, including preliminary cost estimates, construction bid packages, bid reviews, specifications as well as management of quality assurance and construction inspection programs on behalf of the owner..

Professional Experience

SFM-11 Clay Settling Areas Design, Bowling Green, Florida: Engineer of Record for design of new 400-acre clay settling area at South Fort Meade facility in Hardee County, Florida. Project tasks included conceptual planning, geotechnical investigation & surveying, design of clay setting area components including below and above grade tailing dams, decant structures and return water system, adjacent utility corridor and sand filter pond. Design completed in accordance FDEP criteria. Developed bid and construction plan sets, implemented CQA program during construction (extending through 2024).

Nu-West Industries, Gypsum Stack Closure, Soda Springs, Idaho: Serving as Project Director and Engineer of Record for multiple closure aspects of an inactive gypsum stack. Design of closure systems for a 240-acre by 180-ft tall inactive gypsum stack including geotechnical investigation, conceptual closure planning, surface and process water management, construction plans and specifications. Operation of CQA program for installation of cover caps and water management systems. Preparation of overall closure plan and long-term care/O&M plans. Developed ARO closure cost for financial assurance in accordance with EPA agreements.

Mosaic Phosphates, Concentrates General Services, Central Florida: Provided operations support and technical review for active gypsum stack facilities. Duties included annual 3rd party inspections of active & inactive gypsum stacks, technical review of process & surface water management systems, and construction management and oversight services for capital improvement and closure projects.

Kirby Lastinger, CSP, CHMM, CIT

Florida and Southern States EastHSE Manager

Firm Name
WSP

Firm Title
Southeast U.S. HSE Manager

Years of Experience
Industry: 39 years

WSP: 13 years

Education
MSc, Public Administration, University of South Florida, 1999

BS, Fire and Safety Engineering, University of Cincinnati, 1994

Certifications/ Licesnes
Certified Safety Professional

Certified Hazardous Materials Manager

Certified Environmental, Safety and Health Trainer

Office Location
Miami Lakes, Florida

Career Summary

Mr. Kirby Lastinger serves as the WSP Southeast U.S. HSE Manager. Mr. Lastinger possesses a diverse set of skills that make him exceptionally adept at addressing the variety of challenges often associated with health, safety, and environmental issues.

His expertise includes 29 years of experience in the public fire service industry within the State of Florida. Mr. Lastinger's roles throughout his fire service career have included firefighter, driver/engineer, lieutenant, acting battalion chief, urban search and rescue (USAR) team coordinator, fire inspector, and instructor. He has taught numerous classes throughout the United States in many areas of safety and emergency response for fire departments, municipalities, private industries, and the military.

Professional Experience

Spirit Lake Interim Tunnel Repairs, Mount St. Helens, Washington, $1 million, 2016, WSP: Site Safety and Health Manager. Provided site safety and health management for the tunnel repairs from January through March 2016, working closely with the Portland, OR USACE office, the prime contractor, and the tunnel contractor. Responsible for all work activities in the tunnel including safety and industrial hygiene. Work hazards included removal of rock in the area to be repaired by drilling and chipping, rib placement, grouting, and shotcrete operations. His work included developing the Activity Hazard Analysis for all work activities, monitoring worker safety, air monitoring, exposure monitoring to cold and silica, and ventilation surveys to ensure airflow met minimum requirements for the number of people, equipment being used, and work being performed in the tunnel daily.

Maryville Train Derailment, Maryville, Tennessee, $5 million, July 2015, WSP: Site Safety and Health Manager. Provided site safety management and direct safety oversight for all contractors (almost 300 at the peak of the incident) working on site of a train derailment involving a release of Acrylonitrile, which impacted surface and subsurface soils in the immediate and adjacent areas. WSP geotechnical and environmental engineers, geologists, and safety managers were called upon to offer services at the site. Primary hazards included contaminated soils, potential for hazardous/flammable atmosphere, use of and working near heavy equipment, multiple types of drilling, and general site safety and health hazards. Developed the site-specific health and safety plan for the initial response and continued to update the plan as the incident progressed during a two-week period.

P&L Train Derailment, Westpoint, Kentucky, $3 million, 10/2012-11/2012, WSP: Site Safety Officer. Provided safety direction and safety oversight for all contractors working on site of a major train derailment during incident stabilization and the product transfer phases. Worked with P&L Railroad, CSX, and local and state agencies to assure the safety of site personnel and those in the surrounding community. The derailment involved numerous railcars of hydrogen fluoride, butadiene, styrene, and sodium hydroxide. WSP implemented entry procedures, controlled site access/egress, and coordinated entries with all contractors to assure that atmospheric monitoring was being performed and that the appropriate levels of PPE were being used. Oversaw all safety of the offloading and transfer of the butadiene and hydrogen fluoride from the damaged rail cars.

Mark Keown, PE

Senior Geotechnical Engineer

Firm Name
WSP

Firm Title
Lead Consultant

Years of Experience
Industry: 16 years

WSP: 1 year

Education
BS, Civil Engineering, University of Tennessee at Chattanooga, 2007

Certifications/ Licesnes
Professional Engineer - TN, KY

Office Location
Altamonte Springs, Florida

Career Summary

Mr. Mark Keown, PE is a Lead Consultant, Geotechnical Engineer with WSP. He received his Bachelor of Science degree in Civil Engineering from the University of Tennessee at Chattanooga. He has over 16 years of geotechnical engineering and construction materials testing experience. Mr. Keown's main tasks as a geotechnical engineer includes managing geotechnical design projects, developing field and laboratory testing programs, project budgeting, overseeing field investigations, performing engineering analyses, preparing geotechnical reports and proposals, and consulting with clients. He has a diverse background in computer modeling of geotechnical engineering problems. He specializes in foundation and retaining wall design, advanced geotechnical modeling, including finite element seepage and stress analyses, slope stability analysis, liquefaction analysis, and pavement design. He worked on a multitude of geotechnical engineering projects ranging from state highway projects to schools, single story commercial structures, dams and levees evaluation, and industrial facilities including CCR impoundment projects.

Professional Experience

Lake Manatee Phase II Dam Repair, Carollo Engineers, (December 2022 – present), WSP : Geotechnical engineer performed seepage analysis in support of French drain design to manage artesian conditions along riverbank downstream of the dam. Reviewed existing geotechnical data and developed material parameters, performed seepage and slope stability analysis, and prepared technical calculation memorandum. .

Grove Land Reservoir and Stormwater Treatment Area, Grove Land Utilities, LLC (December 2022 – present), WSP : Geotechnical engineer performed seepage analysis in support of seepage cutoff wall design within reservoir and stormwater treatment area embankment. Reviewed existing geotechnical data and developed material parameters, performed seepage analysis, and prepared updated seepage analysis report. On going role will include review of onsite pumping tests, design of deep foundation elements for on site structures and slope stability analysis of embankments.

Instrumentation and Monitoring - Tennessee Valley Authority, Permeable Reactive Barrier Wall Pilot Study, Gallatin Fossil Plant, (2022) AECOM: Geotechnical Engineer. Provided installation support for dam instrumentation, including inclinometer and vibrating wire piezometer. Performed slope stability analysis and prepared technical memorandum with threshold and action levels for installed instrumentation.

Luis Ponce, PE, CGC

Senior Geotechnical Engineer

Firm Name

WSP

Firm Title

Construction Manager/Senior Engineer

Years of Experience

Industry: 35 years

WSP: 15 years

Education

MS, Construction Management, Florida International University, 2015

BS, Civil Engineering/ Transportation, University Laica, 1990

Certifications/ Licesnes

Professional Engineer - FL, NH

Certified General Contractor, Florida No. 1509404

Standard Building Inspector, Florida No. 3345

Certified Building Inspector, Commercial and Residential Buildings, No. 5189975-B5

Certified Plans Examiner/Plans Reviewer, No. 5253465-B3

Certified Radiation Safety Officer, Florida

Office Location

West Palm Beach, Florida

Career Summary

Mr. Luis Ponce is a Construction Manager and Senior Engineer with 35 years of experience in the construction and geotechnical engineering fields. Mr. Ponce has managed many complex engineering and construction projects throughout Florida, Georgia, Puerto Rico, and South America. Mr. Ponce's expertise includes construction planning, scheduling, technical oversight, value engineering, QA/QC, and field and laboratory data evaluation, as well as preparation of engineering recommendations for foundation design and construction for different types of projects, including residential and commercial developments, roadways, public schools, office buildings, communication towers, and parking garages.

Professional Experience

Florida Department of Transportation, Districtwide Geotechnical and Pavement Coring Services, FPID No. 439709-1-62-01, Florida, Cost Varies, 2019-Ongoing, WSP: Deputy Contract Manager/Senior Geotechnical Engineer. WSP is currently providing geotechnical investigation, analysis and design, pavement coring and evaluation, as well as geotechnical inspection, testing and analysis for several FDOT projects under construction for. Coordinating all phases of the field work, and providing QA/QC for reporting and deliverables, while coordinating field activities with the District 4 and 6 Materials and Research Office (DMRO).

Miami-Dade County Water and Sewer Department, Well Locations at CDWWTP, Rickenbacker Causeway, Key Biscayne, Florida, WSP: Project Manager/Senior Geotechnical Engineer. WSP conducted geotechnical exploration and engineering analysis to evaluate the site soil capabilities for supporting the large drilling equipment required for the installation of proposed deep injection wells at the CDWWTP site. WSP also provided site preparation recommendations for construction of the earthen rig pad.

Miami-Dade County Water and Sewer Department, Pump Station 008300733 Relocation, Cutler Bay, Florida, WSP: Project Manager/Senior Geotechnical Engineer. WSP provided geotechnical exploration and engineering recommendations for site preparation requirements, general construction, and foundation support for the planned pump station relocation in Cutler Bay, Florida.

South Florida Water Management District, Pump Station S-650, Florida, WSP: Construction Manager/Senior Engineer. Pump Station S-650 is located east of Lake Okeechobee and west of SR 710 (Bee Line Highway) on the boundary of Martin and adjacent Okeechobee Counties. WSP provided construction management and QA services during the construction of the S-650 Pump station. Construction activities for this project included earthwork, dewatering, installation of a steel sheet pile cofferdam, concrete construction of the pumping/discharge bays (starting at elevation +3.0), precast panel building, mechanical, electrical, and instrumentation.

Wenbin Zhao, PhD, PE

Senior Geotechnical Engineer

Firm Name

WSP

Firm Title

Senior Geotechnical Engineer

Years of Experience

Industry: 17 years

WSP: 17 years

Education

PhD, Civil Engineering, Clemson University, 2011

MS, Civil Engineering, Clemson University, 2007

BS, Suzhou Institute of Environment Protection and Urban Construction, 1998

Certifications/ Licesnes

Professional Engineer - FL

Office Location

West Palm Beach, Florida

Career Summary

Mr. Wenbin Zhao has 17 years of experience in construction services, geotechnical engineering design and project management, and asphalt concrete material engineering in the civil engineering industry. In the past 9 years, his practice mainly focused on geotechnical engineering and related project management, and he has successfully delivered numerous projects consisting of transportation, water resources, residential, commercial, and industrial projects. His experience includes geotechnical project management, geotechnical exploration planning, soil investigation, foundation designs and construction, piling, geotechnical engineering (e.g., bearing capacity estimate, settlement analysis, slope stability analysis, seepage analysis, site preparation recommendation, and pavement design and recommendation), foundation engineering, and ground improvement. Prior to that, from Year 2008 to 2011, he had three years of experience of performing research on asphalt concrete materials and advanced training in Civil engineering as a PhD candidate. During that period, he authored several research publications. From Year 2006 to 2007, he obtained his master's degree in Civil Engineering. From Year 1998 to 2006, Mr. Zhao acquired eight years of experience working in construction consulting industry as a certified professional cost engineer in China.

Professional Experience

Proposed 8-Inch D.I. Force Main Installation, Along N.E. 18 Avenue and N.E. 199 Street from P.S. 432 to Manhole 0032, PCTS No. 14872, ER No. S049585, 2019: Senior Geotechnical Engineer. Dr. Zhao took a leading role for the geotechnical evaluation, recommendation, and reporting.

Replacement of 5540 LF FM from PS1063 to PS1058 and then to SW 97th Avenue at 187th Street, PCTS No. 14870, ER No. S049582, 2019: Senior Geotechnical Engineer. Dr. Zhao took a leading role for the geotechnical evaluation, recommendation, and reporting.

Area S-4 Wastewater Systems and Potable Water System Improvements, PCTS No. 15149, ER No. S049932, 2019: Senior Geotechnical Engineer. Dr. Zhao took a leading role for the geotechnical evaluation, recommendation, and reporting.

Pump Station 0830 Upgrades, PCTS No. 13451, ER No. S049848, 2019: Senior Geotechnical Engineer. Dr. Zhao took a leading role for the geotechnical evaluation, recommendation, and reporting.

Pump Station 0071 Upgrades, PCTS No. 14371, ER No. S049931, 2019: Senior Geotechnical Engineer. Dr. Zhao took a leading role for the geotechnical evaluation, recommendation, and reporting.

Pump Station 0659 Upgrades, PCTS No. 16043, ER No. S049952, 2020: Senior Geotechnical Engineer. Dr. Zhao took a leading role for the geotechnical evaluation, recommendation, and reporting.

Pump Station #415 Rehabilitation, Vibration Monitoring of Sheet Piling Install, 2018, Senior Geotechnical Engineer: Senior Geotechnical Engineer. Dr. Zhao reviewed the vibration monitoring report.

Carlos Giffoni, PE

Senior Geotechncial Engineer

Firm Name
WSP

Firm Title
Senior Geotechnical Engineer

Years of Experience
Industry: 49 years

WSP: 5 years

Education
MSc, Civil Engineering, Florida International University, 2005

BS, Civil Engineering, Catholic University Andres Bello, 1974

Certifications/ Licesnes
Professional Engineer - FL

Office Location
West Palm Beach, Florida

Career Summary

Mr. Carlos Giffoni is a Florida Professional Engineer with 49 years of combined experience (16 in the United States) in road, bridge, and structural construction inspection (CEI), as well as geotechnical services on numerous FDOT projects throughout Florida. He has worked on numerous roadway projects as a Project Engineer, QC Manager, and Design Engineer for FDOT, FDEP, and other municipalities in Florida.

Mr. Giffoni serves as a senior geotechnical engineer and senior inspector responsible for writing geotechnical reports and performing inspections for several structural and geotechnical projects in South Florida.

Professional Experience

Districtwide Geotechnical and Paving Coring Services, Florida Department of Transportation Districts 4 and 6, South Florida, Cost Varies, WSP (2020): Senior Geotechnical Engineer. Staff approved for performing geotechnical engineering and testing services according to Contract No. CA 512 to furnish services in connection with WSP's Districtwide Geotechnical and Paving Coring Services contract. Participating in several projects for FDOT Districts 4 and 6. Responsible for writing geotechnical reports and performing inspections for structural and geotechnical projects in South Florida. Reference: Rocio Merlihan, PE, Assistant District Geotechnical Engineer, 954.677.7030.

ASDB Golden Glades Multimodal Transportation Project, FIN 25168465201, Florida Department of Transportation, Miami, Florida, $56 million, WSP (June 2018 to 2019): Senior Geotechnical Engineer/Senior Inspector/Alternate QC Manager. Served as Alternate QC Manager for this $56 million ASDB Golden Glades Multimodal Transportation Project in Miami, Florida. Also responsible for writing geotechnical reports and performing inspections.

Dunes Restoration at South Beaches, Brevard County, Florida, WSP (2019 to 2020): Project Manager. This contract involved CEI of reconstructive efforts to repair eroded portions of beach dunes along 13 miles of the Brevard County coastline for the South Beaches and included the delivery and placement of 103,000 cubic years of compatible beach quality sand.

Rehabilitation of Filter Media at Fiveash Water Treatment Plant, City of Fort Lauderdale, Florida, $160,000, WSP (August 2020 to Ongoing): Senior Engineer/ CEI Inspector. Rehabilitation of the filter media at the water treatment plant. Responsible for overseeing the restoration process, including preparation and remediation work as well as wall resurfacing and finishing.

Force Main at Croissant Park and Residential Connections, City of Fort Lauderdale, Florida, $180,000, WSP (2019 to 2020): Senior Engineer/CEI Inspector. Installation of a new 10-inch force main, including residential connections for the City. The installation involved pipe bursting methodology, used for replacing an existing 6-inch iron pipe main.

Amr Ewais, PhD, PE

Senior Geotechncial Engineer

Firm Name
WSP

Firm Title
Senior Geotechnical Engineer

Years of Experience
Industry: 18 years

WSP: 1 year

Education
PhD, Civil Engineering, Queen's University, Ontario, Canada, 2014

MSc, Geotechnical Engineering, Ain-Shams University, Cairo, Egypt, 2007

BS, Civil Engineering, Ain-Shams University, Cairo, Egypt 2004

Certifications/ Licesnes
Professional Engineer - CO

Office Location
Tampa, Florida

Career Summary

Dr. Amr Ewais is a senior Geotechnical Engineer with WSP. He received his PhD degree in Civil Engineering from Queen's University and University of California Berkeley for his postdoctoral fellow. He has diverse experience in geotechnical engineering, geoenviromental, construction and geosynthetic materials testing and infrastructure and surface movements using Lidar and fiberoptics. He is nationally certified tunnel inspector (NCTI) with more than eight years of experience in testing and characterizing geosynthetic materials and polyethylene materials.

Professional Experience

Manatee County/Carollo Engineers, Lake Manatee Dam Phase II Final Repairs, Manatee County, Florida, 10/2022-ongoing: Senior Geotechnical Engineer. Providing geotechnical support and field supervision for installation of deep soil mixing columns and stability and seepage analysis for the downstream river slope in endeavor of repairing the spillway of 4,700-foot-long, 27-foot-high earth embankment dam at Manatee County, Florida.

Florida Inland Navigation District's IR-14, Indian River County, Florida, 08/2022-04/2023: Lead Geotechnical Engineer. Providing geotechnical field and laboratory investigations, geophysical surveys, engineering analysis and reporting for 30-acre Dredged Material Management Area in Indian River County, Florida.

K M Alim Al Razi, MSc, PE

Senior Geotechncial Engineer

Firm Name

WSP

Firm Title

Senior Consultant Geotechnical Engineer

Years of Experience

Industry: 6 years

WSP: 1 year

Education

MSc, Civil Engineering, University of Texas at San Antonio, 2017

BS, Civil Engineering, Khulna Engineering University, Bangladesh, 2013

Certifications/ Licesnes

Professional Engineer - MO, FL (pending)

Office Location

Altamonte Springs, Florida

Career Summary

Mr. K M ALIM AL RAZI, PE is a Senior Consultant, Geotechnical Engineer with WSP. He received his master's degree in civil engineering from the University of Texas at San Antonio. He has six years of geotechnical engineering and construction observation experience.

Mr. Alim's expertise in the field of geotechnical engineering includes consultation, design and analyses of the geotechnical aspects of various projects in New York, New Jersey, Missouri, Kansas, Illinois and Florida regions. He has widespread experience in Transportation, Utility, Transmission Lines, Water Resources, Substation and transmission, and Airport facility projects. He primarily worked on geotechnical aspects of these project including but not limited to, foundation design, slope stability and seepage analyses analyses, ground improvement evaluation and recommendation, pavement design and construction recommendations and monitoring. His routine task included project management, develop field and laboratory test programs, proposal preparation and cost analyses, geotechnical design and analyses and technical report and memorandum writing.

Professional Experience

Spirit Lake and Sheffield Road Improvements, Polk County, Florida, WSP : Senior Geotechnical Engineer. Involving in assigning laboratory testing, pavement design recommendations, geotechnical report writing.

Dragline Civil Design in FDOT Right of Way (ROW), White Springs, Florida, WSP: Senior Geotechnical Engineer. Geotechnical engineering analyses and design, providing recommendations for the trenchless excavation methods, geotechnical report writing.

Missouri Department of transportation (MoDOT) Broadway Bridge Replacement over I-44, St. Louis, Missouri (TSi)(January 2021 to February 2022): Geotechnical Engineer. Involved in field geotechnical exploration planning, MSE wall global stability analyses, ground improvement recommendation, deep foundation design, analyses, deep foundation lateral load capacity analyses, construction recommendations, geotechnical report preparation.

Route 370, and Salt River Road Improvements and Expansion (TSi)(June 2022 to April 2023), St. Charles County, Missouri: Geotechnical Engineer. Estimation of settlement due to new embankment fill, wick drain design recommendations, installation of wick drain, settlement monitoring, monitoring piezometer pressure, slope stability analyses with and without the wick drain.

Jose Lizarraga

Geotechncial Engineer

Firm Name

WSP

Firm Title

Senior Geotechnical Engineer

Years of Experience

Industry: 6 years

WSP: 1 year

Education

Doctor of Philosophy, Geotechnical Engineering, Northwestern University, 2017

MSc, Geotechnical Engineering, Northwestern University, 2014

BS, Civil Engineering, Universidad Autonoma de Nuevo, 2010

Office Location

Jacksonville, Florida

Career Summary

Mr. Lizárraga has provided project permitting and engineering support services for numerous geotechnical-related design projects. These have involved infrastructure improvements for power generation plants, solid waste and coal combustion residual disposal facilities, industrial, port, and marine structures in Florida, Georgia, and South Carolina. Mr. Lizárraga is knowledgeable in the design of earthen dikes for dredge disposal management areas, design and permitting support services for the closure and expansion of solid waste disposal facilities, management of geotechnical explorations for the characterization of dredged spoils, lagoon and marine soft sediments, and solid waste.

Professional Experience

SR 23 Shands Bridge Design Build, WGI, Inc., St. Johns and Clay Counties, Florida, Ongoing, WSP : Providing geotechnical engineering suppport on this nearly $600M design build project in Northeast Florida. This 6.5-mile-long project is part of the First Coast Expressway and includes eight new bridges (seven small bridges and the replacement of the existing 1.75-mile-long Shands Bridge across the St. Johns River..

Expansion of West Cell Dredged Material Containment Area (DMCA), South Carolina Ports Authority, Charleston, South Carolina (2022) WSP: Design project that consisted on expanding the storage capacity of an inactive, 175-acre DMCA by constructing a new perimeter dike system and ancillary infrastructure. Served as assistant project manager, involved in proposal preparation, project planning, execution, and delivery. Responsibilities included planning and execution of geotechnical field and laboratory investigation, preparation of calculation packages and reports; conceptual and detailed design of dikes and earthen embankments, and ancillary infrastructure (spillways, and stormwater management); cost analysis and life estimate for different site layouts; and preparation of bid documents.

Trail Ridge Landfill Waste Stability Evaluation,Waste Management Inc., Jacksonville, Florida (2022) Served as assitant project manager. Completed a field exploration program that included the completion of 15 Cone Penetration Tests (CPTs) on an approximately 95-acre active landfill to evaluate waste characteristics and waste liquid levels. Prepared a technical report to provide an stability evaluation of waste slopes under current and final build-out conditions.

Engineering Design Support Services for Herbert Hoover Dike (HHD) Rehabilitation, Lake Okeechobee, Florida (2020-2022): Provided engineering design services to support construction activities at the HHD that comply with USACE's requirements. Responsibilities included preparation of technical reports that include evaluation of stability of dike slopes under different construction equipment configurations, analyses of wind pressures on temporary structures under hurricane events, and submittals review.

Christian Wireko, PhD

Geotechncial Engineer

Firm Name

WSP

Firm Title

Consultant Geotechnical Engineer

Years of Experience

Industry: 5 years

WSP: 1 year

Education

Doctor of Philosophy, Civil Engineering, Florida State University, 2020

MSc, Civil Engineering, Chongqing University, China, 2017

BS, Building Technology, Kwame Nkrumah University of Science and Technology, Ghana 2011

Office Location

Jacksonville, Florida

Career Summary

Dr. Wireko is a geotechnical engineer. His professional experience includes technical support for the design, permitting, and construction of solid waste disposal facilities, dredge management containment areas, and stormwater management infrastructure. Dr. Wireko is skilled in geotechnical analyses and design including foundation design, slope stability, seepage, and settlement analyses. Dr. Wireko field experience includes overseeing geotechnical field investigations, performing soil and groundwater sampling. Dr. Wireko also has experience in performing laboratory geotechnical testing on soils and geosynthetics.

Professional Experience

Waste Limits Evaluation, AHS Residential, West Palm Beach, Florida (2022) WSP : Dr. Wireko provided engineering consulting services to determine the lateral and vertical limits of waste at a site considered for redevelopment. His responsibilities included supervising the geotechnical field investigation, visual classification of waste and soils, test pit logging, review and interpretation of the field investigation and laboratory data, and preparation of the Geotechnical Report..

Site Redevelopment, Indigo Shoppes, LLC, Jacksonville, Florida (2021) WSP: Dr. Wireko provided engineering consulting services for redevelopment of a site. His responsibilities included supervising the geotechnical field investigation, visual classification of soils, borehole logging, review and interpretation of the field investigation and laboratory data, and preparation of the Geotechnical Report.

Dredged Material Containment Area Design, Southern LNG, Inc., Savannah, Georgia (2021) Dr. Wireko provided engineering consulting services for dike raising and maintenance of perimeter dikes for containment areas used for the disposal of dredged sediments. His responsibilities included review and interpretation of subsurface geotechnical investigation data, stability and seepage analyses, and preparation of site maps and layouts.

SLD Recycling & Disposal Facility, Lined Cells Design and Permitting, Punta Gorda, Forida (2021): Dr. Wireko provided engineering consulting services to support the design and permit application for new lined cells for the disposal and management of construction and demolition debris. His responsibilities included geotechnical data interpretation, preparation of reports and engineering calculation packages for settlement analyses of the cover and liner systems.

Elba Island Annual Foundation Settlement Analysis, Southern LNG, Inc., Savannah, Georgia (2021): Dr. Wireko provided engineering consulting services to determine if any settlement has occurred within the foundations of liquefied natural gas (LNG) storage tanks and various equipment on Elba Island. His responsibilities included reviewing survey data and performing tank settlement evaluations per the API Standard 653 Annex B.

Alexander Rojas, PE, AVS, CWI

Construction Material Testing Lead / Senior Engineer

Firm Name
WSP

Firm Title
CMT Team Lead

Years of Experience
Industry: 28 years

WSP: 15 years

Education
MS, Construction Management, Florida International University, 2016

BS, Mechanical Engineering, Central University of Las Villas, 1995

Certifications/ Licesnes
Professional Engineer - FL, NH
Certified Welding Inspector, Florida No. 08061141
Associate Value Specialist, SAVE, No. 201511029
TIN: R220000730010

Office Location
West Palm Beach, Florida

Career Summary

Mr. Alexander Rojas is a Project Manager/Group Supervisor with more than 25 years of experience. Mr. Rojas has managed and provided project coordination and engineering services for various geotechnical and CMT engineering-related projects in Florida. These projects have ranged from residential structures and commercial developments to state roadways, bridges, office buildings, parking garages, and government facilities. Services provided by Mr. Rojas have involved all aspects of project proposal, price estimating, and project management, including planning and execution of materials testing contracts, roadway construction projects, geotechnical field explorations, soil/rock sample classification, and laboratory testing.

Professional Experience

City of Fort Lauderdale, Fiveash Water Treatment Plant Filters Rehabilitation, Project Number 12485, Broward County, Florida, $1.9 million, 08/2020-Ongoing, WSP: CEI Project Administrator. The project consists of complete and partial rehabilitation of 13 filters. This project includes procurement, removal disposal, construction, testing and placing into service the equipment and materials shown on the drawings and specifications. Responsible for CEI project administration and inspections. .

City of Fort Lauderdale, Croissant Park Water Main Infrastructure Improvements, Broward County, Florida, $2.6 million, 01/2019-09/2019, WSP: CEI Project Administrator. The project consists of using trenchless technologies to upgrade existing water infrastructure. More than 8,000 linear feet of HDPE was installed by pipe bursting, and more than 6,000 liner feet was installed with horizontal directional drilling. Responsible for CEI project administration and inspections of installed mains and pressure testing of pipe welds and fittings, fire hydrants, water services, and paving/restoration.

City of Fort Lauderdale, East Las Olas 12-inch Force Main Replacement, SE 17th Avenue to Lido Drive Pump Station, Fort Lauderdale, Florida, $1.4 million, 01/2018-06/2018, WSP: CEI Project Administrator. This project includes the installation of approximately 2,200 linear feet of 8-inch, 12-inch, 16-inch, and 18-inch, diameter force mains and associated wastewater infrastructure. The force main will be constructed within the City right-of-way (ROW) and FDOT ROW limits.

Miami-Dade Expressway Authority, MDX Materials Engineering and Testing Services for SR 836 Operational, Capacity, and Interchange Improvements, Florida, $199,000, 04/2016-Ongoing, WSP: MAT Lab Engineer/Project Manager. This project consists of increasing the capacity of SR 836 in the eastbound direction from west of NW 57th Avenue to east of NW 27th Avenue and in the westbound direction from west of NW 17th Avenue to east of NW 57th Avenue. Responsible for verification materials testing services.

Winsor Pozo, EI

CEI - Senior Inspector

Firm Name
WSP

Firm Title
Technical Professional - Geotechnical

Years of Experience
Industry: 19 years

WSP: 1 year

Education
BS, Civil Engineering, University of Florida, 1998

Certifications/ Licesnes
Engineer Intern
Quality Control Manager (CTQP)
ACI Concrete Laboratory Technician Level 2
Nuclear Gauge Safety Training
Certified General Contractor CGC
Hazmat Refresher
Qualified Sampler Technician
Earthwork Construction Inspection
Aggregate Inspection and testing Technician – Level 1
LBR Technician
Concrete Lab Technician - Level 1
Aggregate Field-Inspection and Testing Technician

Office Location
Miami Lakes, Florida

Career Summary

Mr. Winsor Pozo has 19 years of experience with construction engineering, project management, inspection, construction materials/laboratory inspection and testing, and geotechnical engineering, and has served as Office Manager and Department Manager with other firms prior to joining WSP. He has worked on and managed major projects throughout South Florida and has served as Project Manager for numerous projects for both public and private clients, including the Florida Department of Transportation (FDOT), United States Army Corps of Engineers (USACE), and the South Florida Water Management District (SFWMD).

Professional Experience

South Florida Water Management District, A1 Flow Equalization Basin (FEB), Engineering Inspections, Crosshole Sonic Logging (CSL) Inspection, and Drilled Shaft Testing, Palm Beach County, Florida, 2014-2015: Quality Control (QC) Manager. Represented the project General Contractor, Central Florida Equipment, holding weekly project progress meetings, handling GC coordination and scheduling of personnel and subs, and representing the GC on construction related issues. The A-1 FEB is included in a suite of projects in the State of Florida's restoration strategies plan to improve water quality in the Everglades. With a capacity of 15,000 acre-feet, it is the largest of three planned flow equalization basins. The A-1 FEB will attenuate peak stormwater flows and temporarily storing water. Located west of U.S. Highway 27 in southern Palm Beach County, the $59m A-1 FEB project comprises a system of 21 miles of earthen levees and 15 water control structures.

The School Board of Broward County, Florida, 2009-2013: Project Manager. Continuing contract engineering and miscellaneous consulting services for educational facilities projects. Scope of work included geotechnical inspection and testing, material inspection and testing and moisture intrusion detection.

Broward County Court House, Florida, 2012-2013: Project Manager. Provided construction materials inspection and testing and cable postension inspections, augercast pile installation and pile load tests.

Miami Intermodal Center (MIC), Rental Car Center and Miami Central Station, Miami-Dade County, Florida, 2007-2013: Project Manager. Provided construction materials inspection and testing and selected inspections for site development, infrastructure, and structures, and both on and off-site inspections of structural steel including welded and bolted connections., vibration monitoring, concrete coring and soils inspection and testing.

Miami Dade Public Works, Miami Dade County, Florida, 2007-2013: Project Manager. The project consisted of subsurface exploration and foundation design, construction materials inspection and testing and geotechnical engineering for several county departments under a continuing services contract.

FBO Opa Locka Executive Airport, Miami Dade County, Florida, 2012-2013: Project Manager. Provided construction materials inspection and testing and inspections for site development, infrastructure, and structures, both, on and off-site inspections of structural steel including welded and bolted connections.

Jose Quiroz

CEI - Senior Inspector

Firm Name
WSP

Firm Title
Technical Professional

Years of Experience
Industry: 25 years

WSP: 8 year

Education
BS, Architecture, Universiada Mayor de San Simon, 1997

Certifications/ Licesnes
FDOT CTQP Concrete Lab Technician Level I
FDOT CTQP Earthwork Construction Inspection Level I
FDOT CTQP Earthwork Construction Inspection Level II
ACI Concrete Field Technician I
ACI Concrete Strength Technician Level I
PCI Level I
Nuclear Gauge Safety Certification
WACEL Soils I, Concrete Level II Technician, Foundations, Soils Laboratory, Concrete Laboratory, Structural Concrete-Masonry
VDOT Concrete Field Technician
CETCO Waterproofing Inspector
NICET Level I

Office Location
Miami Lakes, Florida

Career Summary

Mr. Jose Quiroz has 25 years of experience on various public, vertical, and roadway projects. He possesses numerous certifications from various transportation and materials testing agencies and departments, including FDOT, ACI, and PCI. Mr. Quiroz served as project manager/field operations manager for the Dulles Corridor Metrorail Project, Phase I and II, in addition to the Capitol Place Project in Washington, D.C., which consisted of an entire block of multi high-rise residential and office building towers. He has also served as project manager for several water and wastewater treatment plants, pipelines, and pump stations for Miami-Dade County. Mr. Quiroz's duties include special inspections, destructive and non-destructive testing, QA/QC monitoring, and coordinating contractor's activities for schedule control and work assignments, as well as reviewing field reports to ensure inspections were conducted in accordance with the project plans and specifications.

Professional Experience

Miami Dade South District Wastewater Treatment Plant (SDWWTP), Miami-Dade County, Florida, $45 million, (2021 – Ongoing): Project Manager – Threshold Inspection Services. As part of the Ocean Outfall Legislation Program (OOL) this $450 million new construction project includes oxygenation trains, headwork effluent building, substation building with three clarifiers and filters, and an influent building with meter 54-to-72-inch diameter pipe. The OOL Program includes improvements and expansion of the existing SDWWTP wastewater collection and treatment systems that are necessary to meet future projected flows and loads. SDWWTP is located adjacent to Blackpoint Marina in South Miami-Dade County. WSP's services include threshold special inspections for reinforcing steel, masonry, structural fill, and testing. All laboratory testing was performed by WSP's CMEC-accredited laboratory facility in Miami Lakes, Florida, according to the applicable Florida Building Code Method, AASHTO and ASTM standards by qualified and experience in this type of construction.

Collier County, Big Cypress Basin Control Structure #1 - 771 23rd St NW, Naples (2022 – ongoing) : Senior Construction Engineering Inspector (CEI) /Special Inspector. This project located on NW of Naples SD WWTP in Collier County, consists of new construction of canal control structure. A cast in place, slab and foundation walls specially designed for the water management. WSP provided the necessary engineering oversight, special inspections. Our roll in this project was structural inspection, reinforcement, forms. All activities were reported daily to the Structural Engineer and the client representative.

Port Condo Watermain Improvements (2022 – Ongoing): Quality Control/CEI Inspector. Project located at north side or Fort Lauderdale Port. The project consists of the new installation of more than 1,400 feet of 12-inch main pipeline, in addition to new connections to the buildings that are along Grande Dr. The construction of this project is a challenge now in which it is developed. Is in the middle of a highly residential area and in the middle of the traffic of the Hotel Hilton and the Fort Lauderdale Convention Center. WSP provided the necessary Construction Engineering Inspector overseeing construction.

Marcia Chacon

Laboratory Technician

Firm Name
WSP

Firm Title
Laboratory Technician

Years of Experience
Industry: 26 years

WSP: 15 years

Education
BS, Geology, Oriente University, 1981

Office Location
West Palm Beach, Florida

Career Summary

As a Laboratory Technician, Ms. Marcia Chacon is experienced in performing CMT in a laboratory environment. Typical tests performed include LBR, CBR, wash 200s, liquid and plastic limits (Atterberg limits), organic content, pH of soils, and compressive strength testing on concrete specimens. In addition to performing these tests, Ms. Chacon is also responsible for maintaining laboratory equipment calibrations.

Professional Experience

Florida Department of Transportation/Dragados USA, I-595 Design Build, Florida, $8.8 million, 2008-2014, WSP: Administrative Support. Responsibilities included geotechnical exploration, QC, and construction materials inspection and testing services as a subcontractor for a five-year FDOT project involving construction of 3 miles of HOT lanes on a three-lane highway. Provided administrative support for daily scheduling and communications.

South Florida Water Management District, Lakeside Ranch Stormwater Treatment Area Phase I, Florida, $3 million, 2009-2011, WSP: Laboratory Technician. Responsible for general engineering, professional services, and construction management. The site is located on the northeast shore of Lake Okeechobee, just east of U.S. Highway 441/98 in Martin County, Florida, and is approximately 2,700 acres in size. Performed concrete strength testing, LBR tests, proctor tests, sieve analysis, and prepared field density test reports.

OTO Development, LLC, Spring Hill and Homewood Suites Hotels, Florida, $172,000, 2008, WSP: Laboratory Technician. Provided CMT and threshold inspection services for development of two five-story hotels (Spring Hill Suites and Homewood Suites) at opposite corners of an intersection near I-95 in the West Palm Beach area. Each hotel covers approximately 96,000 square feet. Project included testing of soils/earthwork and concrete masonry. Performed concrete strength testing, LBR tests, proctor tests, sieve analysis, and prepared field density test reports.

Port of Miami Improvement Program, Geotechnical and Design Services, Miami, Florida, $192,000, 2010, WSP: Laboratory Technician. Responsibilities included survey, geotechnical, and environmental exploration for the wharf upgrades. Performed 15 geotechnical borings with four-inch diameter rock coring. Entered boring log data and performed laboratory tests which included Atterberg limits, grainsize analysis, and organic content.

OTO Development, LLC, Hampton Inn and Suites, City, Florida, $80,880, 2009, WSP: Laboratory Technician. Performed CMT and threshold inspection services for five-story hotel covering approximately 62,500 square feet with outdoor swimming pool. Services include observation and lab testing of soils, concrete masonry and structural steel, and roofing inspections. Performed concrete strength testing, LBR tests, proctor tests, sieve analysis, and prepared field density test reports.

Elias Manzur

Laboratory Technician

Firm Name
WSP

Firm Title
Senior Engineering Technician

Years of Experience
Industry: 16 years

WSP: 3 years

Education
AS, Business Marketing, Florida State University, 2007

Office Location
West Palm Beach, Florida

Career Summary

Mr. Elias Manzur has 15 years of experience in the supervision of laboratory testing, reporting, and certification. He is also experienced in performing all laboratory testing required for quality control testing and inspection of soils, concrete, and asphalt.

Professional Experience

Florida Department of Transportation, Geotechnical and Survey Design Services Contract (C9T73), Covering Multiple Areas within Florida's Turnpike Enterprise System of Toll Roads, Florida, $5 million, 2017-2022, WSP: Asphalt Plant Technician. Providing geotechnical and/or survey design support services, deliverables, and technical documents in accordance with FDOT policy, procedures, and requirements.

Florida Department of Transportation Districts 4 and 6, Districtwide Construction Materials Contract (CA512), South Florida, Cost Varies, 2019-2024, WSP: Asphalt Plant Technician. Providing consultant services to support the Department in materials testing activities and construction support for District 4 and 6 projects.

Florida Department of Transportation/Florida Turnpike Enterprise, Widen HEFT Killian/SW 104th Street (MP 19.0) to Sunset/SW 72nd Street (MP 21.9) Design/Build (415051-1-52-01), Miami-Dade County, Florida, $74 million, 2014-Ongoing, WSP: Asphalt Plant Technician. The project is a 1,586-day design/build contract at a cost of $74.1 million. The project includes the design, widening, and reconstruction of SR 821, the Homestead Extension of the Florida Turnpike (HEFT) from six lanes to ten lanes.

Florida Department of Transportation/Florida Turnpike Enterprise, AET Phase 5A, Turnpike Mainline from I-595 (MP 54) to South of Lantana Toll Plaza (MP 88) Construction Contract (429339-1-52-01), Broward and Palm Beach Counties, Florida, $20.5 million, 2018-Ongoing, WSP: Asphalt Plant Technician. The project is a 642-day construction contract at a cost of $20.5 million. The project includes milling and resurfacing, base work, drainage improvements, curb and gutter, lighting, highway signing, guardrail, MSE walls, toll facilities, and other incidental construction.

David Manzur

Laboratory Technician

Firm Name
WSP

Firm Title
Senior Laboratory Materials Technician

Years of Experience
Industry: 16 years

WSP: 2 years

Office Location
West Palm Beach, Florida

Career Summary

Mr. David Manzur is an experienced quality control analyst with demonstrated track record of improving products and procedures by leveraging hands-on inspections, testing methods and data analysis. He is a disciplined professional with a systematic approach to quality testing and applies excellent attention to detail and critical reasoning to successfully conduct experiments.

Professional Experience

PSI Miami, 02/2016-06/2021: Quality Control Technician. Reviewed and validated quality requirements for manufacturing planning, supplier purchase orders, and engineering specifications to meet contract compliance regulations. Evaluated samples against standards by completing measurements, visual inspections, and other established tests. Set and oversaw quality assurance guidelines for laboratory work. Recorded, reported, and posted test results using MAC.

CTI, 11/2015-03/2017: Quality Control Technician. Reviewed and validated quality requirements for manufacturing planning, supplier purchase orders, and engineering specifications to meet contract compliance regulations. Evaluated samples against standards by completing measurements, visual inspections, and other established tests. Recorded, reported, and posted test results using MAC.

Tally Engineering, 01/2007-05/2012: Quality Control Laboratory Technician. Reviewed and validated quality requirements for manufacturing planning, supplier purchase orders, and engineering specifications to meet contract compliance regulations. Evaluated samples against standards by completing measurements, visual inspections, and other established tests. Recorded, reported, and posted test results using LIMS. Kept laboratory in compliance with all applicable specifications.

Valwin Knight
Senior Technician

Firm Name
WSP

Firm Title
Senior Engineering Technician

Years of Experience
Industry: 33 years

WSP: 19 years

Education
BS, Degree, General Studies, Claredon College, 1972

Office Location
West Palm Beach, Florida

Career Summary

As Senior Engineering Technician, Mr. Valwin Knight performs all field and laboratory tests required for soils and concrete. He is also experienced in the evaluation of soils and concrete. His responsibilities include observations of reinforcing steel, soils, field concrete laboratory testing and post-tensioning.

Mr. Knight has provided inspections of foundation installation, including driven and auger-cast piles, as well as both threshold and special inspections under the Florida threshold law.

Professional Experience

Broward County Aviation Department/Parsons Transportation Group, Fort Lauderdale-Hollywood International Airport Expansion of Runway 9R-27L, Florida, $800 million, 2013-2014, WSP: Engineering Technician. Earthwork, roadway, and utilities inspector for the South Runway aircraft/taxiway bridges, U.S. 1 roadway and braided ramps. Monitored the Hilton Hotel demolition. Monitored and coordinated activities of the owner (QAMT) and contractors' QC testing labs.

Florida Department of Transportation/Dragados USA, I-595 Design Build, Florida, $8.8 million, 2008-2014, WSP: Senior Engineering Technician. Performing quality control for soil and concrete. Responsibilities included geotechnical exploration, QC, and construction materials inspection and testing services as a subcontractor for a five-year FDOT project involving construction of 3 miles of HOT lanes on a three-lane highway. Provided administrative support for daily scheduling and communications.

South Florida Water Management District, Lakeside Ranch Stormwater Treatment Area Phase I, Florida, $3 million, 2009-2011, WSP: Senior Engineering Technician. Maintained field data and sampling concrete; performed density testing; provided oversight for various construction materials applications; tested on-site according to ASTM procedures; offered direction to other technicians; and maintained open communication with the construction site supervisor. Provided general engineering, professional services, and construction management as requested by client. The site was located on the northeast shore of Lake Okeechobee and east of U.S. 441/98 in Martin County, Florida.

OTO Development, LLC, Fairfield Inn and Suites Fort Pierce Hotel, Florida, $86,680, 2008, WSP: Senior Engineering Technician. Maintained field data and sampling concrete; performed density testing; provided oversight for various construction materials applications; tested on site according to ASTM procedures; offered direction to other technicians; and maintained open communication with the construction site supervisor. Provided vibro-replacement (stone column) monitoring, CMT, and threshold inspections for construction of a four-story, 111-room hotel with in-ground swimming pool.

OTO Development, LLC, Dania Beach Construction Materials Testing, Florida, $397,000, 2009, WSP: Engineering Technician. Responsibilities included logging of data as ground improvements and soil densities were performed. Provided CMT and reporting of test results on two hotels.

Victor Hosey
Senior Technician

Firm Name
WSP

Firm Title
Senior Engineering Technician

Years of Experience
Industry: 11 years

WSP: 11 years

Certifications/ Licesnes
Concrete lab Technician

FDOT Concrete Field Technician

Aggregate Testing Technician

Aggregate Base Testing Technician

Lbr Testing Technician

Earthworks level 2

Asphalt Plant 2.

Office Location
Tampa, Florida

Career Summary

As Senior Engineering Technician, Mr. Victor Hosey performs all field and laboratory tests required for soils and concrete. He is also experienced in the evaluation of soils and concrete. His responsibilities include ·concrete sampling, concrete compressive strength testing, soils sampling, soils testing. nuclear density testing, aggregate testing, aggregate sampling, asphalt sampling, asphalt testing. Lbr testing, modified proctor testing, standard proctor testing,

Professional Experience

Lab Supervisor, S&ME: ·Construction materials sampling and testing, to include; concrete, asphalt, soils, Lbr's modified and standard proctors. Field testing and sampling to include; concrete testing, field density testing,

Lab Tecnician, Tierra Engineering: Construction Material field and laboratory sampling and testing including; soils, concrete, asphalt, Lbr's and modified and standard proctors.

Billy Davis
Senior Technician

Firm Name
WSP

Firm Title
Senior Construction Technician

Years of Experience
Industry: 50 years

WSP: 1 year

Office Location
Tampa, Florida

Career Summary

Mr. Davis has nearly 50 years of experience in the phosphate industry. He has served multiple roles associated with phosphoric acid production including plant supervisor and gypsum stack manager. Recently Mr. Davis has provided construction oversight services for multiple earthwork, gypsum and HDPE liner projects, involving daily contractor coordination, verification of completion, and quality control/ assurance inspection and specification compliance reviews.

Professional Experience

Site Construction Manager, WSP: Provided construction oversight as Owner's representative and performed quality assurance inspection for the gyp stack side slope closure, vertical expansion and lateral expansion at the Riverview facility and for the gyp stack closure construction at the South Pierce Facility. Duties included daily coordination with the contractors, quality control teams and Owner's representatives. Inspected and verified completion of earthworks and liner installation, reviewed quality control test data for compliance with specifications

Plant Manager, Mosaic Crop Nutrition: SGyp stack Operator. Managed water treatment, monitoring & testing and discharge operations and performed gyp stack maintenance oversight at the Mulberry & Bartow plants. Provided site monitoring at the Mulberry gypsum stacks for water quality and water volume. Mulberry Plant & Stack Manager. As an employee of Mosaic, continued to manage the Mulberry plant gyp stack operations and maintenance, lime treatment operations and water management systems. Worked closely with the contractors in developing operations and maintenance plans. Supervised the installation of HDPE pipes for water management. Directed maintenance of plant and gyp stack access roads and gypsum stack system ponds. Managed multiple site staff and operators.

Construction Manager, Moretrench Industrial: Mulberry Plant & Stack Construction Manager. Managed the Cargill Mulberry FL plant, responsible for the operation of the gyp stack and the movement of water on property. Trained site employees on inspection, monitoring and operations procedures. Responsible for resolving gyp stack operational issues and I would address any problems arising with such. Conducted daily safety meetings and managed daily staffing. Worked with Cargill employees to stay within compliance with the permitted regulations and facility operational criteria. Managed construction operations for closure of the Mulberry north stack including dewatering operations and liner installation preparation. Supervised the operation of the lime plant and the release of the treated water ensuring compliance with discharge permit. Directed maintenance of plant and gyp stack access roads and gypsum stack system ponds.

Adil Khan, PE

Steel Inspection Lead / Senior Engineer

Firm Name
WSP

Firm Title
Prinicpal Metallurgist/ Project Manager

Years of Experience
Industry: 45 years

WSP: 35 years

Education
MSc, Metallurgical Engineering, Ohio State University, 1981

BS, Metallurgical Engineering, NED University of Engineering & Technology (Pakistan), 1978

Certifications/ Licesnes
Professional Engineer - TX

Office Location
Jacksonville, Florida

Career Summary

Mr. Adil Khan is a consultant in the applications of engineering materials including ferrous and nonferrous metals, stainless steels, tool materials and special purpose steels, polymers, ceramics, plastics, and electronic materials. He has a strong background in the study of corrosion and environmental degradation of engineered materials and has been an expert witness on several cases involving the failure of materials, components, structures, industrial equipment, and accident reconstruction. During his career, has managed and provided project engineering services for more than 2,000 metallurgical failure analyses. These forensic engineering projects consisted of planning, executing and managing field metallurgical evaluations, laboratory testing and evaluations, preparation of reports relating to probable causes of failures, and recommendations on corrective actions or solutions to prevent recurrence of the problems in the future. His expertise has been used in North and South America, Europe, and the Middle East.

Professional Experience

Central Florida Expressway Authority, 6740-20-1818, 528-143: SR 528/SR 436 Interchange Improvements and Widening to Goldenrod Road (Bridge Tub Girders, Fracture Critical, Overhead Sign Structures, Toll Gantries), Orlando, Florida, Fees: $200,000, Construction: $75 million est., 05/2020-Ongoing: Project Manager. Construction project consisting of demolition of existing bridges and widening of SR 528 in Orange County. Provided consultation to CFX and its Engineering consultants on resolving fabrication issues and provided inspection services in fabrication shops. This design-build project consists of six fracture critical steel bridges, 10 cantilever sign structures, and six span sign structures. Fabrication of the bridge girders was performed at Tampa Steel located in Tampa, Florida, and sign structures were fabricated at Arcosa Traffic Solutions located in Fort Pierce and Sumterville, Florida. WSP performed inspections of delivered material, and during the welding, nondestructive testing, shop assembly, bolting, blasting, painting, and galvanizing operations to ensure compliance with Contract Plans, AWS D1.5 Bridge Welding Code, and AWS D1.1 Structural Welding Code–Steel.

FDOT State Materials Office, 6740-20-1817, BE958: Developing Procedures for Welding, Testing, and Fabricating Weathering Stainless-Steel Bridges (Weathering Steel, Stainless-Steel, Research, and Development), Jacksonville, Florida, Fees: $94,000, Construction: N/A, 04/2020-04/2021: Project Manager/Researcher. Special Assignment to write “Procedures for Welding, Testing and Fabricating Weathering Stainless-Steel for Bridge Applications.” The purpose of this report was to create a comprehensive document for the fabrication and welding of ASTM A709 Grade 50CR weathering stainless steel, prior to implementation. The State Materials Office in Gainesville, Florida required a set of procedures that would merge the existing AWS D1.5 Bridge Welding Code and AWS D1.6 Structural Welding Code–Stainless Steel for bridge applications. This document would assist in developing comprehensive procedures for the welding, testing, and fabrication of ASTM A709 Grade 50CR weathering stainless steel for bridge applications. .

Halim Bas, PhD, PE

Materials Engineer

Firm Name

WSP

Firm Title

Senior Civil Roadway and Structural Materials Engineer

Years of Experience

Industry: 13 years

WSP: 5 years

Education

PhD, Materials Science, New York University, 2018

MSc, Structural Engineering, Columbia University, 2012

BS, Civil Engineering, Bogazici University, 2010

Certifications/ Licesnes

Professional Engineer - FL, NY, TX

Precast Concrete Institute Inspector Level I, II, III

American Concrete Institute Inspector Grade I

American Concrete Institute, No. 1941408

Office Location

Jacksonville, Florida

Career Summary

Dr. Halim Bas is a professional engineer and has more than 10 years of experience in structural engineering and engineering materials. He has designed, inspected, and retrofitted residential buildings, military campuses, industrial structures, transportation facilities, and roadways. Dr. Bas has substantial experience in managing structural materials quality control programs for public clients. He has a doctorate in materials engineering and failure analysis which makes him ideally suited for structural materials quality control program management. He has published multiple journal articles in the highest impact factor publications in cementitious materials research. He delivers robust knowledge of the latest structural materials, advanced testing methodologies, materials codes/ standards, structural standards, and construction specifications. Dr. Bas is well versed in structural analysis and design with all common structural materials and construction methodologies. six years of Halim's engineering experience is from projects overseas.

Professional Experience

District Wide Capital Projects, California Department of Transportation, District 12, California, 2022- 2022, WSP, $110M: METS Representative. Dr. Bas has managed the structural materials quality assurance and source inspection tasks for several design bid build projects across Orange County of California.

12-0K0224 I-5 South County Improvements Segment 2, California Department of Transportation, District 12, California, $136M, 2022 – 2022: METS Representative. Dr. Bas has managed the structural materials quality assurance and source inspection tasks for this project, which is the second part of this initiative to maintain and expand route I-5 in District 12. This project involves hot mix asphalt placement, concrete pavement installation, retaining wall construction, and modifying electrical systems. Dr. Bas managed a small team of engineers and technicians to ensure the quality of materials shipped to the construction site. The quality assurance efforts include review of submittals, performing ASTM standard tests, testing according to Caltrans Standard Specifications and project specific special provisions. As part of this effort, District 12 team also holds pre-welding, pre-paint, and pre-precast construction meetings with the contractor and construction management team to ensure complete compliance.

12-0K0234 I-5 South County Improvements Segment 3, California Department of Transportation, District 12, California, $92.5M, 2022 – 2022: METS Representative. Dr. Bas has managed the structural materials quality assurance and source inspection tasks for this project, which is the third part of this initiative to maintain and expand route I-5 in District 12. This project involves hot mix asphalt placement, concrete pavement installation, retaining wall construction, and modifying electrical systems. Dr. Bas managed a small team of engineers and technicians to ensure the quality of materials shipped to the construction site. The quality assurance efforts include review of submittals, performing ASTM standard tests, testing according to Caltrans Standard Specifications and project specific special provisions. As part of this effort, District 12 team also holds pre-welding, pre-paint, and pre-precast construction meetings with the contractor and construction management team to ensure complete compliance.

Michael Philipps, CWI, NDT

Certified Welding Inspector

Firm Name
WSP

Firm Title
Senior Engineering Technician

Years of Experience
Industry: 32 years

WSP: 32 years

Certifications/ Licesnes
AWS Certified Welding Inspector

WSP NDT Level II UT, MT, PT

NACE Level 1

ICC Bolting, Welding

NCDOT Bridge Coatings Level 1

ASNT Level III

Office Location
Jacksonville, Florida

Career Summary

Mr. Philipps is an AWS Certified Welding Inspector, an ASNT Level III, and ASNT Level II in Ultrasonic Testing, Magnetic Particle Testing and Dye Penetrant Testing, a NACE Level 1 Coatings Inspector, ICC Bolting Inspector, and NCDOT Bridge Coatings Level 1. He has 30+ years of experience performing Welding Inspection, Non-Destructive Testing, and Special Inspection services. His primary expertise is in Quality Assurance and visual and non-destructive testing of structural steel fabrication and erection, including methods of UT, MT, and PT of welded assemblies, as well as coatings inspections. Michael's experience includes visual inspection, non-destructive testing and evaluation of metal components, welded structures, bridge fabrication components and vessels. He is well versed in providing inspections to determine compliance with AWS D1.1, D1.3 and D1.5 for structural steel framed buildings and has a great deal of experience with ASME compliance for both structural and vessel components as well. His depth of knowledge in the non-destructive testing field, combined with his dedication to quality, makes him an asset to any project on which he works. His duties include initial steel receipt inspection, monitoring of traceability processes for materials certification, monitoring of welding, visual and non-destructive inspection of welds, coatings application inspection, high strength bolt installation monitoring and inspection, plans and specifications interpretation, and collecting, checking, and preparation of material test report certifications for permanent file.

Professional Experience

QA Inspector, FDOT State Materials Office, 6740-16-3022/6740-18-5003, E4Q32: I-95 Express Lanes and Signal Ramps QA Inspection (Plate Girders/Overhead Sign Structures), Fort Lauderdale, Florida (5/2016 to Present). Fees - $440k. Construction Costs - $149M: This design-build project consists of widening two existing bridges for the addition of express lanes. The project consists of 30 steel plate I-girders, as well as 47 overhead span and cantilever sign structures and two toll gantries. WSP performed visual inspection on delivered material for surface defects and witnessed transfer of heat numbers in order to confirm traceability of base material. WSP also performed inspection services during welding, nondestructive testing, shop assembly, bolt testing and installation, blasting, painting, and galvanizing operations to ensure compliance with Contract Plans, AWS D1.5 Bridge Welding Code, and AWS D1.1 Structural Welding Code–Steel. Reference: Roland Rodriguez – Pinnacle Consulting, rrodriguez@pinnaclecei.com, 305-345-0696.

QA Inspector, Port Authority of New York and New Jersey, Newark Liberty International Airport Terminal A Redevelopment, $2.7B, (8/2015 to Present): A $2.7 billion project to replace the existing Terminal A building with a new terminal building and construct a new roadway access network. Provide QA inspection services during off-site fabrication of rolled beam girders, crossframes, lateral braces, and other miscellaneous structural components to ensure compliance with project specifications, New Jersey DOT Standard Specifications for Road and Bridge Construction, AWS D1.5 Bridge Welding Code, and AWS D1.1 Structural Welding Code for Steel. Activities include verification of approved welding processes and welder qualifications, visual inspection, magnetic particle testing and ultrasonic testing of completed welds, verification of coating operations, and dry film thickness testing. Reference: Paul Catherall – PANYNJ, pcatherall@panynj.gov, 201-216-2389.

Rex Harrison, CWI, NDT Level II, NACE Level 2

Certified Welding Inspector

Firm Name

WSP

Firm Title

Senior Engineering Technician

Years of Experience

Industry: 29 years

WSP: 29 years

Certifications/ Licesnes

AWS Certified Welding Inspector,

WSP NDT Level II, UT, MT, PT, CRI

NACE Certified Coatings Inspector Level 1

NACE Certified Coatings Inspector Level 2

ICC Structural Steel and Bolting Special Inspector

Office Location

Jacksonville, Florida

Career Summary

Mr. Harrison is an AWS Certified Welding Inspector; an ASNT Level II in Ultrasonic Testing, Magnetic Particle Testing, Dye Penetrant Testing, and Radiographic Film Interpretation; a NACE Certified Coatings Inspector, Level 1 and 2; and an ICC Structural Steel and Bolting Inspector. He has extensive experience in performing QA and QC inspections with both AWS and ASME welding codes. Mr. Harrison has performed Level II UT, MT, PT and RT inspections, QA bridge inspections, and is qualified as a FCM inspector in accordance with AWS D1.5 Section 12. He also has experience with sophisticated paint systems application and testing. As a former welder and shop quality control manager, he brings extensive practical experience to any project. He has performed as a QA/QC Manager and has been responsible for developing new welding procedures, performing welder qualification tests, and maintaining AISC certifications.

Professional Experience

Port Authority of New York and New Jersey, Newark Liberty International Airport Terminal A Redevelopment, $2.7B, August 2015 to Present. QA Inspector: A $2.7 billion project to replace the existing Terminal A building with a new terminal building and construct a new roadway access network. Provide QA inspection services during off-site fabrication of rolled beam girders, crossframes, lateral braces, and other miscellaneous structural components to ensure compliance with project specifications, New Jersey DOT Standard Specifications for Road and Bridge Construction. Activities include verification of approved welding processes and welder qualifications, visual inspection, magnetic particle testing and ultrasonic testing of completed welds, verification of coating operations, and dry film thickness testing.

Port Authority of New York and New Jersey, George Washington Bridge – Replacement of the PIP Helix Ramp and Rehabilitation of Upper Level Spans over NJ Anchorage and Hudson Terrace. March 2013 to April 2021. Construction Costs - $152 million est. QA Inspector: Provide QA inspection services during off-site fabrication and assembly of built-up plate girders and replacement components to ensure compliance with project specifications and AWS D1.5 Bridge Welding Code. Activities include verification of approved welding processes and welder qualifications, visual inspection, magnetic particle testing and ultrasonic testing of completed welds, review of radiographic films, verification of installation of high strength fasteners, verification of coating operations, and dry film thickness testing. .

Port Authority of New York and New Jersey, World Trade Center – Parcel 1B-Structure to Grade & West Bathtub Vehicular Access. August 2015 to November 2020. QA Inspector: Provide QA inspection services during off-site fabrication of main and miscellaneous building members as well as flood gates/barriers to ensure compliance with project specifications, AISC Specification for Structural Steel Buildings, AWS D1.1 Structural Welding Code–Steel, and AWS D1.6 Structural Welding Code – Stainless Steel. Some main members weighed more than 60 tons. Activities include verification of approved welding processes and welder qualifications, visual inspection, magnetic particle testing and ultrasonic testing of completed welds, verification of coating operations, and dry film thickness testing.

Leonard Patterson, CWI, NDT Level II

Certified Welding Inspector

Firm Name
WSP

Firm Title
Senior Engineering Technician

Years of Experience
Industry: 39 years

WSP: 39 years

Certifications/ Licesnes
AWS Certified Welding Inspector

Level II NDT / NDE Liquid Penetrant

Level II NDT / NDE Magnetic Particle

Level II NDT / NDE Radiography

Level II NDT / NDE Ultrasonic

Certified ICC Bolting Inspector

Office Location
Jacksonville, Florida

Career Summary

Mr. Patterson has almost four decades of experience in the welding inspection and nondestructive testing industry, with expertise in steel fabrication, erection inspection of structural steel, shear connectors, visual inspection of welding, and nondestructive testing of welding (ultrasonic, radiographic-film interpretation, dye penetrant, and magnetic particle). He also conducts welder qualification certifications. Leonard's project experience with steel inspection includes signature bridges, industrial and other private sector clients, and transportation facilities for government clients at the state and local levels.

Professional Experience

QA Inspector, Port Authority of New York and New Jersey, Newark Liberty International Airport Terminal A Redevelopment, $2.7B, August 2015 to Present. QA Inspector: A $2.7 billion project to replace the existing Terminal A building with a new terminal building and construct a new roadway access network. Provide QA inspection services during off-site fabrication of rolled beam girders, crossframes, lateral braces, and other miscellaneous structural components to ensure compliance with project specifications, New Jersey DOT Standard Specifications for Road and Bridge Construction, AWS D1.5 Bridge Welding Code, and AWS D1.1 Structural Welding Code for Steel. Activities include verification of approved welding processes and welder qualifications, visual inspection, magnetic particle testing and ultrasonic testing of completed welds, verification of coating operations, and dry film thickness testing.

Verification Inspector, Port Authority of New York and New Jersey, LaGuardia Airport Central Terminal Building Redevelopment Project, $4B, (10/2017 to 2/2020): A $4 billion public-private partnership project to redevelop LaGuardia Airport Central Terminal Building (Terminal B), replacing the existing Terminal B and providing multi-level bridge structures for arrivals and departures. Provide verification inspection services during off-site fabrication and assembly of built-up plate girders, fracture critical box girders, diaphragms and crossframes, overhead sign structures, and miscellaneous structural members to ensure compliance with project specifications, New York State Steel Construction Manual, AWS D1.5 Bridge Welding Code, and AWS D1.1 Structural Welding Code for Steel. Activities include verification of approved welding processes and welder qualifications, and visual inspection, magnetic particle testing and ultrasonic testing of completed welds, reviewing radiographic films, verification of coating operations, and dry film thickness testing.

QA Inspector, Port Authority of New York and New Jersey, Bayonne Bridge: Provide QA inspection services during off-site fabrication and assembly of 25 built-up plate girders, one fracture critical box girder, and associated crossframes to ensure compliance with project specifications, New York State Steel Construction Manual, and AWS D1.5 Bridge Welding Code. Activities include verification of approved welding processes and welder qualifications, and visual inspection, magnetic particle testing and ultrasonic testing of completed welds.

Tirrell Day, PE

Structural Engineer

Firm Name
WSP

Firm Title
Senior Structural Engineer

Years of Experience
Industry: 18 years

WSP: 10 years

Education
BS, Civil and Environmental Engineering – Structural, University of Tennessee, 2004

Office Location
Tampa, Florida

Career Summary

Mr. Tirrell Day has 18 years of engineering experience and more than eight years of professional engineering licensure to design buildings and other structures. The bulk of Mr. Day's experience is in the federal and municipal sectors, providing design analysis and construction support for new design, expansions, retrofit, and repair projects which include office buildings, parking garages, federal buildings, and municipal structures. Based on an educational background in structural engineering, he has excelled in a diverse range of activities within the varying stages of project development.

Professional Experience

Post-Earthquake Structural Assessment, U.S. Coast Guard Puerto Rico, $213,863, 2020: Project Manager/Structural Engineer. WSP performed a post-earthquake structural assessment of five main coast guard sites as part of Sector San Juan on a combination of office, infrastructure, and housing structures. The requested services included examining the structures for potential structural damage, noting any unsafe conditions, and providing recommendations for repair and/or evacuation of the structure if deemed necessary. The structures were examined as either a detailed assessment (inside and outside) or rapid assessment (outside only). Three main facilities were identified as needing a detailed inspection; however, care was taken during the rapid inspections to note any conditions which appeared to suggest further detailed assessment was necessary. The deliverables included an initial occupancy and safety notice to provide the coast guard immediate guidance for the three sites requiring detailed inspections, a final findings and recommendation report, and an in-person presentation of the approach and results. Project challenges included responding to the 24-hour mobilization requirement following project award and ongoing tracking for estimated 273 assessed buildings.

Architectural/Engineering Design Services, U.S. Coast Guard Sand Key, Clearwater, Florida, $130,444, 2018: Project Manager/Structural Engineer. WSP performed a site investigation following Hurricane Irma, including environmental, architectural, structural, and mechanical disciplines, to identify the nature and extent of damage and perform a general building assessment. From the initial site visit, WSP identified additional conditions not originally noted by the Coast Guard, to include roof damage, improper site drainage, and a defective exterior insulation and finish system (EIFS). These additional items were added to the scope per request of the client and became a part of the design effort. Designs considered an environment near sea water and high coastal winds. In addition to the design criteria, certain environmental conditions were considered such as lighting requirements to conform to Florida's Sea Turtle Lighting Guidelines and the possibility of microbial growth in the galley walls from exposure to prolonged moisture from wind driven rain. Our design incorporated best management practices to minimize impact and limit obstruction of daily activities of the station. The total contract included design and construction support services. Design deliverable included drawings and specifications which were provided in a format specific to coast guard requirements.

Shrey Lunagaria

Structural Engineer

Firm Name

WSP

Firm Title

Technical Professional - Structural

Years of Experience

Industry: 3 years

WSP: 1 years

Education

MS, Civil Engineering – Structural, Stevens Institute of Technology, 2017

MBA, Project Management, IGlobal University, 2021

Office Location

Tampa, Florida

Career Summary

Passionate and Experienced Civil Engineer with 3 years of experience as Project manager and Structural Engineer with working on site as Site engineer to designing and analysis structures in the state of in NY, ND, and Florida. Managed Multiple union Jobs in NY while working for BN restoration. Managed a project for PCC and Façade Restoration for a School in Jamaica, NY, designed Support Structures, Retaining wall, Carport, and underground water tank. Apart from having these experience I have worked on Sanitary sewer design and inspection. My experience in the field of civil engineering varies, rom managing site and people to designing, analyzing, and drafting. I have also helped in creating Site Safety plans for varies projects which consisted of pipe scaffold and rigging scaffold to work on 42nd floor.

Professional Experience

WSDOT I-405 Renton to Bellevue Widening & Express Toll Lanes Project: WSP's role as the lead design consultant involves multi-faceted services for connecting a 40-mile system of express toll lanes. WSP supports this design-build project by providing the Engineering services with both in-house and local sub-consultant support. As a Part of Tampa Bay Office, I worked on Design of MSE Wall, Soil Nail Wall and Soldier Pile Wall, Standard Special barriers. I have reviewed design, Design Drawings and performed Calculation and Drafting.

McCoy Creek Restoration Project: WSP has been contracted to provide Engineering Design Services for a Multi-Modal Trail design project to include roadway, stream, boardwalk and overlook structures, pedestrian bridges, recreational features, project permitting and construction support services. Our involvement in this project, as the primary design consultant, includes civil, water resources, environmental permitting, geotechnical, bridge, and miscellaneous structural engineering services. For this Project I worked on Structural design and analysis of Boardwalk and Railing.

Bridge Load Rating Assessment: WSP has been selected to provide professional engineering services which include assessment of the existing bridges, documenting as-built conditions, evaluating the structure for support of the various construction equipment, and providing a report of the findings and recommendations, as needed. FPL will use this information to determine the most economical and safest route to transport its equipment to each site. The services provided includes Detailed structural Assessment, Review of as-built drawings, structural evaluation and load rating per FDOT load rating Manual.

Veterans Memorial Park, Miami. Wind Load Analysis: . Due to hurricane, there were damages to existing structure. As a part of the project, I performed Wind load analysis to determine and capacity of the structure to withstand the wind load.

Eduardo Hernandez, PE

Pavement / Asphalt Lead / Senior Engineer

Firm Name
WSP

Firm Title
Supervising Engineer

Years of Experience
Industry: 15 years

WSP: 9 years

Education
BS, Civil Engineering, Florida State University, 2006

Certifications/ Licesnes
Professional Engineer - FL

Office Location
West Palm Beach, Florida

Career Summary

Eddie Hernandez is well experienced in all phases of pavement evaluation including preparing Pavement Survey and Evaluation Reports (PSER) for the Turnpike, performing historical literature reviews, conducting field assessments, developing investigation scopes, managing pavement coring tasks, reviewing pavement testing results and providing engineering recommendations for a variety of projects. Additionally, Eddie has extensive asphalt testing, laboratory and field paving procedure experience. He has managed both the Pavement Evaluation group and the Bituminous group for the Florida's Turnpike.

Professional Experience

Florida's Turnpike Construction and Materials Management – 5th Cycle, Florida: Pavement Evaluation Engineer under a general consultant engineering contract in support of the Florida's Turnpike Materials Office. In this position, Eddie provides pavement evaluation technical support to Florida's Turnpike CEIs, Production, Construction and Maintenance Offices, upon request. Manages the Pavement Evaluation work unit while fostering teamwork within and across the unit. Performs engineering analysis to determine the best approach for pavement resurfacing and construction, determining the cause of in-place conditions and engineering solutions to resolve issues. Manages the district-wide consultant contracts used to conduct the pavement evaluation reports. Oversees the pavement evaluation activities including signing and sealing of Pavement Survey and Evaluation Reports and Pavement Design reviews. Duties consist of performing literature reviews of historical pavement data; developing field investigation scopes; reviewing pavement coring reports; performing consultant evaluations for coring tasks; coordinating with State Materials Office (SMO) for non-destructive pavement testing such as friction and resilient modulus testing; coordinating with the Construction and Materials Offices to provide recommendations for pavement warranty repairs reviewing failed materials; and performing forensic and miscellaneous pavement evaluations. WSP functioned as an extension of the Florida Turnpike's staff on the fifth cycle of a five-year on-call contract. The firm was responsible for constructability reviews, coordination of plan development, contract issue resolution, claims analysis, litigation review support, construction management, and utility coordination services for 500 miles of toll roads used daily by more than two million motorists.

Michael Lewkutz

Asphalt / Pavement Coring Coordinator

Firm Name

WSP

Firm Title

Engineering Technician

Years of Experience

Industry: 21 years

WSP: 6 years

Education

AS, Architectural Drafting, New England Institute of Technology, 1998

Certifications/ Licesnes

TIN: L23254477

FDOT CTQP Asphalt Plant Technician Level I

FDOT CTQP Asphalt Plant Technician Level II

FDOT CTQP Asphalt Paving Technician Level I

FDOT CTQP Asphalt Paving Technician Level II

FDOT CTQP Quality Control Manager

FDOT Advanced Temporary Traffic Control (TTC) Certified

Office Location

West Palm Beach, Florida

Career Summary

Mr. Michael Lewkutz has 21 years of experience as a construction materials engineering technician. He possesses engineering project management experience and has assisted professional engineers in developing take-offs and proposals for construction materials testing projects. His experience includes developing project cost estimates and proposals based on a project's scope of work and contract documents. He has worked collaboratively with internal and external teams to ensure successful project outcomes.

Mr. Lewkutz possesses extensive training and experience in soils, concrete, and asphalt construction testing procedures both on-site and in the laboratory. He is knowledgeable of all applicable ASTM and AASHTO standards. Other responsibilities include SPT drilling and asphalt pavement coring oversight as well developing and implementing FDOT Temporary Traffic Control (TTC) plans.

Professional Experience

Geotechnical and Survey Design Services Contract (C9T73), Florida Department of Transportation, Covering Multiple Areas within Florida's Turnpike Enterprise System of Toll Roads, Florida, WSP: Asphalt Plant Technician/Project Management Support. Providing geotechnical and/or survey design support services, deliverables, and technical documents, in accordance with FDOT policy, procedures, and requirements.

Districtwide Construction Materials Contract (CA512), Florida Department of Transportation Districts 4 and 6, South Florida, Cost Varies, 2019 to 2024: Asphalt Plant Technician/Project Management Support. Providing consultant services to support the Department in materials testing activities and construction support for District 4 and 6 projects.

ASDB Golden Glades Multimodal Transportation Project, Florida Department of Transportation, Miami, Florida, Quality Control Manager. QC Manager for Florida Department of Transportation $56 million ASDB Golden Glades Multimodal Transportation Project in Miami, Florida.

AET Phase 5A, Turnpike Mainline from I-595 (MP 54) to South of Lantana Toll Plaza (MP 88) Construction Contract, Florida Turnpike Enterprise, Broward and Palm Beach Counties, Florida, Asphalt Plant Technician. The project is a 642-day construction contract at a cost of $20.5 million. The project includes milling and resurfacing, base work, drainage improvements, curb and gutter, lighting, highway signing, guardrail, MSE walls, toll facilities, and other incidental construction.

Pablo Marin

Asphalt/Roadway Inspector

Firm Name
WSP

Firm Title
CMT Technician 6

Years of Experience
Industry: 13 years

WSP: 4 years

Education
BA, University of Caldas, Manizales, Colombia, 2001

Office Location
West Palm Beach, Florida

Career Summary

Mr. Pablo Marin has 13 years of experience as a construction materials engineering technician. He has extensive training and expertise in asphalt construction and test procedures both "on-site" and in the laboratory. He is knowledgeable of all applicable ASTM and AASHTO standards. In addition, Mr. Marin has 10 years of experience in construction engineering inspection services for various complex technical roadway projects for FDOT Districts 4 and 6, the Florida Turnpike, various counties and cities, and private companies.

Professional Experience

Florida Department of Transportation Districts 4 and 6, Districtwide Construction Materials Contract (CA512), South Florida, Cost Varies, WSP (2019-2024): Asphalt Plant Technician. Providing consultant services to support the Department in materials testing activities and construction support for District 4 and 6 projects.

Florida Department of Transportation, Geotechnical and Survey Design Services Contract (C9T73), Covering Multiple Areas within Florida's Turnpike Enterprise System of Toll Roads, Florida, $5 million, 2017-2022, WSP: Asphalt Plant Technician/ Project Management Support. Providing geotechnical and/or survey design support services, deliverables, and technical documents, in accordance with FDOT policy, procedures, and requirements.

Florida Department of Transportation/Florida Turnpike Enterprise, Widen HEFT Killian/SW 104th Street (MP 19.0) to Sunset/SW 72nd Street (MP 21.9) Design/Build (415051-1-52-01), Miami-Dade County, Florida, $74 million, 2014-Ongoing, WSP: Asphalt Plant Technician. The project is a 1,586-day design/build contract at a cost of $74.1 million. The project includes the design, widening, and reconstruction of SR 821, the Homestead Extension of the Florida Turnpike (HEFT) from six lanes to ten lanes.

Florida Department of Transportation/Florida Turnpike Enterprise, AET Phase 5A, Turnpike Mainline from I-595 (MP 54) to South of Lantana Toll Plaza (MP 88) Construction Contract (429339-1-52-01), Broward and Palm Beach Counties, Florida, $20.5 million, 2018-Ongoing, WSP: Asphalt Plant Technician. The project is a 642-day construction contract at a cost of $20.5 million. The project includes milling and resurfacing, base work, drainage improvements, curb and gutter, lighting, highway signing, guardrail, MSE walls, toll facilities and other incidental construction.

Daniel Chotos

Asphalt/Roadway Inspector

Firm Name
WSP

Firm Title
Materials Inspector 6

Years of Experience
Industry: 14 years

WSP: 4 years

Office Location
West Palm Beach, Florida

Career Summary

Mr. Daniel Chotos has more than 10 years of experience as a construction materials engineering technician. His extensive training and experience in asphalt construction and test procedures includes both "on-site" and in the laboratory. He is also knowledgeable of all applicable ASTM and AASHTO standards. Additionally, Mr. Chotos has 11 years of experience in CEI services for various complex technical roadway projects for FDOT Districts 4 and 6, as well as the Florida Turnpike.

Professional Experience

Florida Department of Transportation, Geotechnical and Survey Design Services Contract (C9T73), Covering Multiple Areas within Florida's Turnpike Enterprise System of Toll Roads, Florida, $5 million, 2017-2022, WSP: Asphalt Plant Technician. Providing geotechnical and/or survey design support services, deliverables, and technical documents, in accordance with FDOT policy, procedures, and requirements.

Florida Department of Transportation Districts 4 and 6, Districtwide Construction Materials Contract (CA512), South Florida, Cost Varies, 2019-2024, WSP: Asphalt Plant Technician. Providing consultant services to support the Department in materials testing activities and construction support for District 4 and 6 projects.

Florida Department of Transportation/Florida Turnpike Enterprise, Widen Turnpike Extension/SR 821 from Interstate 75 (I-75) and the Southern Turnpike Mainline/ SR 91, Miami-Dade County, Florida, $147 million, Ongoing, WSP: Asphalt Plant Technician. FTE is widening the Turnpike Extension/SR 821 from Interstate 75 (I-75) and the Southern Turnpike Mainline/SR 91. The HEFT mainline will be widened from four travel lanes to eight lanes and will consist of, in each direction, three 12-foot general use lanes and one 12-foot express lane separated by a 4-foot buffer with express lane markers. Other components of the project include milling and resurfacing, roadway widening, bridge widening, lighting, and drainage improvements.

Florida Department of Transportation/Florida Turnpike Enterprise, Widen HEFT Killian/SW 104th Street (MP 19.0) to Sunset/SW 72nd Street (MP 21.9) Design/Build (415051-1-52-01), Miami-Dade County, $74.0 million, 2014-Ongoing, WSP: Asphalt Plant Technician. The project is a 1,586-day design/build contract at a cost of $74.1 million. The project includes the design, widening, and reconstruction of SR 821, the Homestead Extension of the Florida Turnpike (HEFT) from six lanes to ten lanes.

Florida Department of Transportation/Florida Turnpike Enterprise, AET Phase 5A, Turnpike Mainline from I-595 (MP 54) to South of Lantana Toll Plaza (MP 88), Broward and Palm Beach Counties, $20.5 million, 2018-Ongoing, WSP: Asphalt Plant Technician. The project is a 642-day construction contract at a cost of $20.5 million. The project includes milling and resurfacing, base work, drainage improvements, curb and gutter, lighting, highway signing, guardrail, MSE walls, toll facilities, and other incidental construction.

Dennis Crawford, PE

Geotechnical Engineer

Firm Name

WSP

Firm Title

Lead Consultant, Geotechnical Engineer

Years of Experience

Industry: 10 years

WSP: 1 year

Education

MS, Engineering, University of Wisconsin-Platteville, 2023 (expected)

BS, Civil Engineering, Temple University, 2013

Certifications/ Licesnes

Professional Engineer - PA

Office Location

Altamonte Springs, Florida

Career Summary

Mr. Dennis Crawford, PE is a Lead Consultant, Geotechnical Engineer with WSP. He received his Bachelor of Science degree in Civil Engineering from Temple University. He has 10 years of diverse experience in managing and executing geotechnical field projects across a wide range of industries.

Mr. Crawford has proven expertise in dams, levees, power, energy, transportation, industrial, water resources projects. He possesses a strong background in developing comprehensive field and laboratory testing programs, overseeing field investigations, and performing engineering analyses to ensure the successful completion of projects.

Professional Experience

FEMA, Hurricane Irma (DR-4337), Orlando, Florida, (10/2017-07/2018), AECOM: Site Inspector. The $2 billion+ project involved the inspection and mitigation recommendations of disaster-damaged facilities such as, buildings, roads and utilities that required the replacement or restoration of. Assisted FEMA in disaster recovery efforts from Hurricane Irma in Florida in support of the FEMA Public Assistance (PA) program. Conducted site inspections, validated infrastructure damage, recorded detailed damage descriptions, scopes of work and cost estimates, identified and recommended potential mitigation measures, and evaluated projects for compliance with applicable laws, regulations and policies. Developed project worksheets and scopes of work.

United States Army Corps of Engineers (USACE), Freeport and Vicinity Coastal Storm Risk Management Project, Freeport, Texas (07/2021-09/2021, AECOM: Lead Geotechnical Field Engineer. The project involved the subsurface investigation for raising approximately 13 miles of an existing levee system, constructing/ reconstructing approximately 5.5 miles of floodwall, and constructing drainage structures in Freeport, Texas. Assigned on-site supervisor position to oversee drilling operations. Laid out borings in the field and oversaw utility clearance. Performed field investigation for the drilling of soil test borings and cone penetration tests. Mentored junior staff.

Pennsylvania Department of Transportation I-95 Section GR4 Reconstruction, Philadelphia, Pennsylvania, (07/2018-05/2019), AECOM: Geotechnical Engineer. The $300 million+ project consisted of construction monitoring and management of subcontractors for the reconstruction and improvement of southbound I-95 from Columbia Avenue to north of Ann Street to provide four through lanes in each direction and a fifth auxiliary lane for ramp traffic entering and exiting I-95 between interchanges at Girard Avenue and Allegheny Avenue. The project included the construction of three retaining walls and more than forty piers. Oversaw the installation of 500+ micropiles including recording field observations, terminating micropiles at the specified design depth, monitoring and tracking grout placement, and reporting observations to the project geotechnical engineer. Supervised multiple subcontractors to confirm that the inspection of the micropiles was completed in accordance with design specifications.

Edward Marks, PG

Senior Geologist

Firm Name
WSP

Firm Title
Senior Geologist

Years of Experience
Industry: 23 years

WSP: 2 years

Education
BS, Geography, Florida State University, 2001

Certifications/ Licesnes
Professional Geologist, FL

Water Well Contractor, FL

Office Location
Miami Lakes, Florida

Career Summary

Mr. Edward Marks has established a strong reputation for successfully orchestrating and implementing projects in very remote and demanding environments with 100% success rate and zero recordable safety incidents in his 23 years of experience. He specializes in hazardous waste assessment and remediation, ranging from surface water and groundwater assessments to soil contamination. These assessments have involved excavations, dredging, and construction projects. The jobsites ranged from remote and isolated areas to complex and dense industrial facilities. In addition, Mr. Marks has completed numerous environmental compliance and safety compliance audits for both public and private sector clients, as well as internal corporate safety audits. His extensive knowledge and vast experience in environmental, ecological, and safety assessments has consistently ensured the successful completion (on time and on budget) of projects for federal, state, and local governments, as well as for private sector clients.

Professional Experience

Miramar Water Treatment Plant, Saltwater Intrusion Monitoring Well Abandonment and Installation, Miramar, Florida, Earth Tech Drilling : Services provided for the Miramar Water Treatment Plant under this Task Work Order contract included the abandonment of the existing damaged saltwater intrusion monitoring well and the installation of a new replacement 200-foot saltwater intrusion monitoring well.

Miami-Dade County Water and Sewer Department, Virginia Key Soil Sampling, Virginia Key, Florida, URS/AECOM Corporation : Services provided to the Miami-Dade Water and Sewer Department under this Task Work Order contract included the sampling and disposal characterization of soil piles located at the Virginia Key WASA site.

Miami-Dade County Water and Sewer Department, Surface Water Sampling County Wide, Miami-Dade County, Florida, URS/AECOM Corporation : Services provided to the Miami-Dade Water and Sewer Department under this Task Work Order contract included the sampling of intercoastal surface waters for the presence and concentrations of fecal coliforms and other bacteria associated with sewage discharges into the stormwater drainage systems.

Collier County Water and Sewer Department, Deep Injection Well Pilot Hole, Collier County, Florida : Assisted with the drilling and lithologic assessment of a 980-foot pilot hole for the proposed gray water injection well site in Collier County.

Broward County Water and Sewer Department, Surface Water Sampling County Wide, Broward County, Florida : Services provided to the Broward Water and Sewer Department under this Task Work Order contract included the sampling of intercoastal surface waters for the presence and concentrations of fecal coliforms and other bacteria associated with sewage discharges into the stormwater drainage systems.

Derek Richcreek, PG

Senior Geologist

Firm Name
WSP

Firm Title
Project Geologist

Years of Experience
Industry: 26 years

WSP: 9 years

Education
BS, Geology, Florida Atlantic University, 1997

Office Location
Tampa, Florida

Career Summary

Mr. Derek Richcreek has 26 years of experience in the environmental, construction, and mining industries. He has worked throughout the United States and overseas for private clients and various government agencies. Mr. Richcreek has managed projects from initial bid proposal, subcontractor review and hiring, QA/QC and health/safety planning, and site supervision, to preparing final deliverables.

Professional Experience

Phase III Gyp Stack Expansion Design and Construction, Agrium US, Inc./Nu-West Industries, Inc., Idaho, 2015 to Ongoing: Field Geologist. Supervised the drilling and coring of basalt; logged and recorded core samples; and logged numerous test pits in support of the phase III expansion of the gyp stack at the phosphate mine processing facility. Provided on-site quality control monitoring and inspection of gyp stack base liner construction, including decant structures and return water ditch system, perimeter earth dike construction, liner installation, and seepage control system construction. Performed QA testing and density testing of embankment, subgrade, and gyp liner. Observed and documented liner installation and performed destructive tests and daily trial weld tests.

Phosphogypsum Stack Closure Design and Construction, Nutrien, Idaho, 2015 to Ongoing, Engineering: $2 million, Construction: $100 million: Field Geologist. Provided on-site quality control monitoring and inspection of a temporary Auxiliary Holding Pond (AHP) constructed as part of stack closure. Performed QA testing and density testing of the subgrade and embankments. Observed liner construction and performed QA testing on liner material. Collected soils samples from test plots and performed laboratory testing.

Gypsum Stacks and Tailings Pond Expansion, Itafos (formerly Nu-West Industries/ Agrium U.S., Inc.), Idaho, $5 million, 2015 to Ongoing: Field Geologist. Managed field and lab materials testing for gypsum stack and tailings pond construction. Performed field inspection and documentation for earthworks activities. Monitored construction activities and managed day-to-day quality assurance/quality control for many projects, including Phase I, Phase II, Tailings Pond 4 (TP-4) Construction.

SFM-9 Waste Clay Settling Areas, Mosaic Company, Polk County, Florida, Ongoing: Senior Engineering Inspector. Provided on-site quality control monitoring and inspection of tailings dam construction, including decant structures and return water ditch system. Duties included field and laboratory testing of soil and concrete, along with providing daily construction progress reports.

Georgia Pacific Palatka - Oxidation Pond No. 1 Legacy Solids Relocation, Palatka, Florida, $50,000: Field Geologist. Performed a Phase 1 study and developed a plan and procedures to remove or contain legacy solids, as well as a +/- 50% cost estimate for the alternatives. The study includes the assessment of project site and legacy solids, development of three alternatives for isolating or removing legacy solids, and preliminary concept plans. Environmental soil samples were collected throughout the site and submitted for laboratory analysis to assess the potential presence of residual pesticide and herbicide constituents.

Luis Melo, EI

Geotechnical Engineer

Firm Name
WSP

Firm Title
Tech Professional Geotechnical Engineer

Years of Experience
Industry: 8 years

WSP: 1 year

Education
BS, Civil Engineering, Institute of Santo Domingo, Dominican Republic, 2012

Office Location
Altamont Springs, Florida

Career Summary

Mr. Luis Melo is an experienced professional with 8 years of experience in the geotechnical engineering industry. He has worked on numerous projects and tasks requiring the application of sound engineering theory and principles. His civil engineering experience includes water and marginal terminal projects for reducing flood risk due to the coastal storms and sea level planned, oversee construction operation of building pad, sewer and storm and sanitary sewer pipes, grading etc. and coordinated geotechnical site investigation, inspections, analysis, shallow foundation systems, business development.

Professional Experience

Manatee County Environmental Site Assessment (ESA) and Geotechnical Investigations, Manatee County, Florida: Geotechnical Engineer. Manatee County contracted with WSP to conduct due diligence related to constructing a stormwater reservoir at a parcel recently purchased by the County. Services included conducting a Phase I ESA, a geophysical survey, test pit excavations, groundwater table monitoring, and laboratory testing to determine the allowable excavation depth and the suitability of the excavated material as a borrow source.

Herbert Hoover Dike Rehabilitation, Cuts off Wall Extension, Reach Extension, Task Order 1, Task Order 3, Task Order4, and Task Order 5, 2000 to 2022, AECOM: Geotechnical Engineer. The project consisted of providing engineering support during the installation of new cut of wall and along of the Hebert hoover dike, the project also includes installation of new structure such as installation of new door, Manatee screen, new embankment restauration, geotextile, bedding stone. Responsibilities include support in the geotechnical material testing report supervision of geotextile, bedding stone, and Rip Rap placement, conduct sampling of grout for the Cut-off wall installation and perform geotechnical task, embankment inspection and work platform material, oversee subsurface exploratory borings, site layout, foundation support and ground improvement; review of design documents for Cut off Wall, and jet grout, review submittal, drawings, technical specifications, Attend to preparatory, initial, progress, and partnering meetings Observed and reported on the excavation, rock gradations, and removal of earthen materials by equipment such as excavators, loaders, and off-road end dumps. All reports are sent to AECOM to be entered RMS and sent to the USACE.

Cross Bronx Expressway – Sheridan, Bronx Station Line Phase II Amtrak site Bronx, New York, New York, 20018, AECOM: Geotechnical Engineer. The project consisted of performing a site investigation and design recommendations for the rehabilitation of 5 bridges across Sheridan and the Amtrak facility. for the supervision of the geotechnical subsurface investigation, creation of the preliminary boring locations plans, boring inspections, and sample collection to determine the soil condition, Under the supervision of a senior-geotechnical engineer perform geotechnical calculations such as stability and bearing capacity, and liquefaction. Performed rock coring during field activities to determine the quality and type of rock following the NYC code. Lastly, monitoring well installations and creating a boring log and soil Profile using Geotechnical Engineer Software.

Subconsultant Qualifications

WSP has selected key consultant's to assist in this project.

Subconsultant Qualifications

Amdrill, Inc.

Amdrill, Inc has been in business for nearly 45 years. Providing geotechnical and environmental work. Amdrill performs a significant number of jobs for the Department of Transportation in all of Florida's districts and also does projects for the Army Corps of Engineers and various mines throughout the United States. Amdrill has three offices located in Florida with inhouse hammer calibration. Amdrill is well-known for completing difficult access jobs. Specializing in Vibracore sampling, deep borings, SPT sampling, CPT, DPT, wire-line coring, and artesian stabilization. Amdrill can also do grout compaction for road stabilization..

GeoView, Inc. / Ambient Technology Inc.

GeoView, Inc. (GeoView) was founded in 2002. Their reputation is excellent concerning financial stability, accountability, cost-effectiveness, safety and successful and timely completion of projects. Their parent company, Ambient Technologies, Inc. (ATI), was founded in 1992 and is based in St. Petersburg, Florida and will be used to supplement our drilling services as needed.

The ATI companies currently employ 32 individuals in the US and 15 internationally. The company is employee owned and headquartered in St. Petersburg, Florida. GeoView's staff consists of a team of professional geologists, geophysicists, and technicians who, through their 100+ years of combined experience, have conducted and managed more than 20,000 geophysical projects throughout the US, the Caribbean, and South and Central America.

GeoView specializes in the provision of geophysical services to the engineering, geological, environmental and construction industries. Their services include geologic and infrastructure investigations, utility and rebar locating, archaeological studies and marine surveys. Through their multidisciplinary approach, they are able to provide accurate, timely, and costeffective solutions to their clients.

Madrid Engineering Group

Since its founding, Madrid Engineering (Madrid) has completed more than 10,000 distinct projects throughout the state of Florida. Madrid maintains its own in-house fleet of drilling rigs capable of investigating over land and sea. Our drills are mounted on floating barges, pontoon boats, trucks, or tracked vehicles (including low ground pressure tracked rigs for difficult access) to quickly access any type of environment. Soil and rock samples are obtained at various depths below ground (or water), up to 300 feet deep. Representative samples are tested, as needed, in our full-service, CMEC certified, laboratories for a wide variety of physical, chemical and engineering properties, so we can characterize the material for design purposes. Madrid's drilling department is led by our Drilling Department Manager, Mr. Brett Arenas, and our drilling staff are highly knowledgeable, fast, efficient, hard-working and always maintain a primary focus on safety throughout every project. Each of Madrid's drilling crews is directed by an experienced crew chief and assisted by a dedicated team of helpers. No matter the challenge, Madrid's drilling department is "at the ready" to take each project through to successful completion.

Adam Benson
Operations Manager

AMDRILL inc.
Geotechnical/Environmental Drilling | Vibracore | Foundation Services

Career Summary

Adam Benson is the Operations Manager at Amdrill, Inc. located in Brooksville, Florida. Mr. Benson has over 24 years of drilling experience with Amdrill, Inc. on difficult access projects that he has overseen while working for Amdrill, Inc. He has drilled all throughout the Southeast United States and has experience in other countries (i.e. Jamaica, Haiti, Bahamas & the Virgin Islands). He has been drilling support for numerous geotechnical consulting firms which involved drilling on DOT projects, Army Corp. of Engineer projects, mining projects, Florida Water Management District projects, and private sector projects.

Professional Experience

- Airboat – Pond Muck Probes in Tallahassee, FL - 2023
- FDOT D2 – SR 23 Shands Bridge DB Design Phase in Green Cove Springs, FL – 2022-2023
- USACE – Miami Beach Waterway Dredging – Biscayne Point - 2022
- FDOT D7 – Pinellas Johns Pass Vibracores in Madeira Beach, Fl - 2022
- SPT/Vibracore Drilling - CITGO Lake Charles Manufacturing Complex in Westlake, LA - 2021
- Bartram Island DMMA Cell "C" Concept Development, Design and Permitting in Jacksonville, FL - 2021
- FDOT D7 – Maydell Dr. Bridge in Tampa, FL – 2021
- Savannas Preserve State Park Gap Walton Rd to Savannas Recreation Area in Port St. Lucie, FL - 2020
- FDOT D5 – Poinciana Blvd in Kissimmee, FL - 2020
- USACE - S-356 Pump Station on L-29 Canal in Miami, FL – 2020
- FDOT D2 – I-10 in Madison & Jefferson, FL – 2020
- SJRWMD Lake Jessup Flow Enhancement in Sanford, FL - 2020
- FDOT D5 - Nasa Causeway in Cape Canaveral, FL – 2019-2020
- Bakers Haulover Flood Shoal - 4" Vibracore Sampling in Miami, FL - 2019
- SPT – Mote Marine Aquarium in Sarasota, FL – 2019
- St. Johns River - 4" Vibracore Sampling - 2018
- SPT - Florida Gas Transmission in Miami, FL - 2018
- FDOT D5 - Wekiva Parkway 3B - 2015-2016
- FDOT D5 - SR 408 - 2015-2016
- FDOT D5 - Wekiva Parkway 7A – 2014-2017
- FDOT D5 - I-4 Segment 3 - 2014-2016
- FDOT D5 - SR 600 – 2014-2017

Phillip "Todd" Ives

CPT / Environmental Manager

AMDRILL inc.
Geotechnical/Environmental Drilling | Vibracore | Foundation Services

Career Summary

Phillip "Todd" Ives is the CPT/Environmental Manager for Amdrill, Inc. located in Brooksville, Florida. Mr. Ives has more than 22 years of drilling experience and has been with Amdrill since 04/12/2016. He specializes in CPT Drilling, DPT Drilling and Monitoring Well installation on difficult access drilling projects. Todd has drilling experience throughout the State of Florida and the southeastern United States. He has been drilling support for numerous geotechnical consulting firms which involved drilling on DOT projects, Florida Water Management District projects, mining project, and private sector projects.

Professional Experience

- DPT – Mineral Development in Bartow, FL - 2023
- CPT – Cape Canaveral, FL – 2022-2023
- New Warehouse Location – 90 CPT Soundings in Punta Gorda, FL - 2022
- Mosaic Mine – DPT – Hollow Stem Auger Well Installation in Brewster, FL – 2022
- NASA – Indoor Well Installation - Marshall Space Flight Center in New Orleans, LA – 2022
- Mosaic Mine – CPT - Mineral Recovery in Bartow, FL – 2021
- Mosaic Mine – Piezometer Installation in Fort Meade, FL - 2021
- CPT - JEA Greenland – Jacksonville, FL - 2020-2021
- FDOT D5 - CPT – SR 35, Ocala, FL - 2020
- FDOT D5 - CPT – I-95, Pioneer Trail, New Smyrna Beach, FL – 2020
- FDOT D7 – CPT – 28th Street in St. Petersburg, FL - 2020
- NASA - DPT – Marshall Space Flight Center, New Orleans, LA - 2019-2020
- Mosaic Mine – CPT in Bowling Green, FL - 2019
- EPA - CPT - S. Indian Drive, Ft. Pierce, FL - 2017
- FDOT D7 - CPT - Selmon Expwy & Dale Mabry, Tampa, FL - 2017
- FDEP - DPT - Weeki Wachee Marina, Weeki Wachee, FL - 2017
- FDOT D5 - CPT - SR 530 & SR 429, Orlando, FL - 2016
- Florida Water Management District, Kissimmee River - 2010
- Florida Water Management District, Okeechobee - 2010
- FDOT D2 - I-75- Lake City, FL – 2009

Keneall Jones
Field Supervisor

AMDRILL inc.
Geotechnical/Environmental Drilling | Vibracore | Foundation Services

Career Summary

Kendall Jones is a Field Supervisor at Amdrill, Inc. located in Orlando, Florida. Mr. Jones has more than 13 years of drilling experience and has been with Amdrill since 01/2010. He specializes in Conventional and Wireline Coring and soil sampling on difficult access drilling projects. He has drilling experience throughout the Southeast United States. He has been drilling support for numerous geotechnical consulting firms which involved drilling on DOT projects, Army Corp. of Engineer projects, mining projects, Florida Water Management District projects, and private sector projects.

Professional Experience

- FDOT D2 - SR 23 Shands Bridge DB Design Phase in Green Cove Springs, FL – 2022-2023
- USACE – SPT - Tampa Harbor DMMA D-3 in Tampa, FL - 2022
- FPL Bobwhite-Peachland in Port Charlotte, FL - 2022
- FDOT D5 – Edgewater ED6 in Kissimmee, FL – 2021-2022
- FDOT D5 - Poinciana Blvd in Kissimmee, FL – 2021-2022
- FDOT D5 – FTE Widening Project Park Rd to US 192 in Kissimmee, FL – 2020-2022
- Mosaic Mine – Fort Meade Mine Cut 7 in Wauchula , FL - 2021
- USACE - S-335W Spillway Geotechnical Drilling and Testing in Miami, FL - 2021
- Mosaic Mine – Duke Mosaic Tower in Wauchula, FL - 2021
- SPT/Vibracore Drilling - CITGO Lake Charles Manufacturing Complex in Westlake, LA - 2021
- Bartram Island DMMA Cell “C” Concept Development, Design and Permitting in Jacksonville, FL - 2021
- City of Kissimmee Shingle Creek Regional Trail in Kissimmee, FL – 2015-2021
- CSX - Loxahatchee River Bridge in Jupiter, FL – 2020
- Mosaic Mine – Fort Meade in Wauchula, FL – 2020
- Mosaic Mine – WC 1 Phase 1 in Bowling Green, FL - 2020
- Mosaic Mine – South Polk – Parker Branch Mosaic-Duke in Bowling Green, FL - 2019
- FDOT D7 - Selmon Expressway Extension in Tampa, FL – 2018-2019
- FDOT D7 - 40th Ave Bridge in St. Petersburg, FL - 2018
- FDOT D5 - SR 710/Beeline Hwy from Northlake Blvd & SR 708 Blue Heron Blvd in Orange County, FL – 2017-2018
- FDOT D4 - Jupiter Inlet Bascule Bridge-SR 5/US1 from CR A1A/Ocean Blvd Beach Rd in Palm Beach County, FL - 2017-2018
- FDOT D1 - Hudson Bayou and Bridge in Sarasota, FL - 2016
- FDOT D5 - SR 408 – 2015-2016
- FDOT D5 - Wekiva Parkway 3B – 2015-2016
- FDOT D5 - Wekiva Parkway 5A - 2015
- FDOT D5 - Wekiva Parkway 7A - 2014-2017
- FDOT D5 - I-4 Segment 3 – 2014-2017
- FDOT D5 - SR 600 – 2014-2016

Christopher Ausburn

Driller

AMDRILL inc.
Geotechnical/Environmental Drilling | Vibracore | Foundation Services

Career Summary

Christopher Ausburn is a driller at Amdrill, Inc. located in Orlando, Florida. Mr. Ausburn has more than 9 years of drilling experience with Amdrill, Inc. He specializes in Conventional and Wireline Coring and Soil Sampling on difficult access drilling projects. He has drilling experience throughout the Southeast United States. He has been drilling support for numerous geotechnical consulting firms which involved drilling on DOT projects, Army Corp. of Engineer projects, mining projects, Florida Water Management District projects, and private sector projects.

Professional Experience

- FDOT D2 - SPT - SR 23 Shands Bridge DB Design Phase in Green Cove Springs, FL – 2022-2023
- SPT - Miami Beach Boardwalk in Miami, FL - 2022
- SPT - Broadstone Westshore Development in Tampa, FL - 2022
- FDOT D4 - SR 656/17th Street, East End of Bridge, Bridge #88077 in Vero Beach, FL - 2022
- FDOT D5 – Edgewater ED6 in Kissimmee, FL – 2021-2022
- FDOT D5 - Poinciana Blvd in Kissimmee, FL – 2020-2022
- FDOT D5 – FTE Widening Project Park Rd to US 192 in Kissimmee, FL – 2020-2022
- City of Kissimmee Shingle Creek Regional Trail in Kissimmee, FL – 2015-2021
- USACE - S-335W Spillway Geotechnical Drilling and Testing in Miami, FL - 2021
- SPT/Vibracore Drilling - CITGO Lake Charles Manufacturing Complex in Westlake, LA - 2021
- FDOT D7 – Maydell Dr. Bridge in Tampa, FL – 2021
- USACE - S-356 Pump Station on L-29 Canal in Miami, FL – 2020
- FDOT D2 – I-10 in Madison & Jefferson, FL – 2020
- SJRWMD Lake Jessup Flow Enhancement in Sanford, FL - 2020
- FDOT D5 - Nasa Causeway in Cape Canaveral, FL – 2019-2020
- Mosaic - South Polk Park Branch in Ft. Meade, FL – 2019
- SPT – Mote Marine Aquarium in Sarasota, FL – 2019
- FDOT D1 - I-4 @ 557 in Haines City, FL – 2018
- SPT - Florida Gas Transmission in Miami, FL - 2018
- FDOT D5 - Wekiva Parkway 3B - 2015-2016
- FDOT D5 - SR 408 - 2015-2016
- FDOT D5 - Wekiva Parkway 5A - 2015
- FDOT D5 - I-4 Segment 3 - 2014-2016
- FDOT D5 - SR 600 – 2014-2016
- FDOT D5 - Wekiva Parkway 7A – 2014-2016

Delbert "Dean" McKenzie

Driller

AMDRILL inc.
Geotechnical/Environmental Drilling | Vibracore | Foundation Services

Career Summary

Delbert "Dean" McKenzie is a driller at Amdrill, Inc. located in Brooksville, Florida. Mr. McKenzie has more than 11 years of drilling experience and has been with Amdrill since 05/21/2012. He specializes in Conventional and Wireline Coring and Soil Sampling on difficult access drilling projects. He has drilling experience throughout the Southeast United States. Dean has extensive experience using a barge mount drill rig, amphibious drill rig, and vibracore sampling. He has been drilling support for numerous geotechnical consulting firms which involved drilling on DOT projects, Army Corp. of Engineer projects, mining projects, Florida Water Management District projects, and private sector projects.

Professional Experience

- FDOT D2 - SPT - SR 23 Shands Bridge DB Design Phase in Green Cove Springs, FL – 2022-2023
- SPT - Miami Beach Boardwalk in Miami, FL - 2022
- SPT - Broadstone Westshore Development in Tampa, FL - 2022
- FDOT D4 - SR 656/17th Street, East End of Bridge, Bridge #88077 in Vero Beach, FL - 2022
- FDOT D5 – Edgewater ED6 in Kissimmee, FL – 2021-2022
- FDOT D5 - Poinciana Blvd in Kissimmee, FL – 2020-2022
- FDOT D5 – FTE Widening Project Park Rd to US 192 in Kissimmee, FL – 2020-2022
- City of Kissimmee Shingle Creek Regional Trail in Kissimmee, FL – 2015-2021
- USACE - S-335W Spillway Geotechnical Drilling and Testing in Miami, FL - 2021
- SPT/Vibracore Drilling - CITGO Lake Charles Manufacturing Complex in Westlake, LA - 2021
- FDOT D7 – Maydell Dr. Bridge in Tampa, FL – 2021
- USACE - S-356 Pump Station on L-29 Canal in Miami, FL – 2020
- FDOT D2 – I-10 in Madison & Jefferson, FL – 2020
- SJRWMD Lake Jessup Flow Enhancement in Sanford, FL - 2020
- FDOT D5 - Nasa Causeway in Cape Canaveral, FL – 2019-2020
- Mosaic - South Polk Park Branch in Ft. Meade, FL – 2019
- SPT – Mote Marine Aquarium in Sarasota, FL – 2019
- FDOT D1 - I-4 @ 557 in Haines City, FL – 2018
- SPT - Florida Gas Transmission in Miami, FL - 2018
- FDOT D5 - Wekiva Parkway 3B - 2015-2016
- FDOT D5 - SR 408 - 2015-2016
- FDOT D5 - Wekiva Parkway 5A - 2015
- FDOT D5 - I-4 Segment 3 - 2014-2016
- FDOT D5 - SR 600 – 2014-2016
- FDOT D5 - Wekiva Parkway 7A – 2014-2016

Michael Wightman, PG

Geophysical Services and Subsurface Utility Engineering

Firm Name

GeoView / Ambient Technology

Education

MS, Hydrogeology and Geophysics, University of South Florida, 1989

BA, Geology, University of California, Santa Barbara, 1986

BA, Business Economics and Environmental Studies, University of California, Santa Barbara, 1980

Professional Registrations

Professional Geologist - FL, CA

Career Summary

Mr. Wightman's responsibilities at GeoView, Inc. include the management and technical oversight of all geophysical investigations conducted by the firm. He has either managed or conducted geophysical investigations throughout the entire United States, Caribbean Basin, and Central America. His duties include quality control oversight, project management and budgeting, employee supervision and training, design and implementation of geophysical investigations, data evaluation, numerical and analytical modeling of geophysical data. Mr. Wightman has either conducted or managed over 10,000 geophysical investigations concerned with environmental, geotechnical, geological, hydrogeological, infrastructure, and construction-related projects. Mr. Wightman is an expert in the application of geophysical methods in terms of understanding karst-related conditions. Mr. Wightman has provided expert testimony, authored publications and delivered numerous presentations in regards to geophysical testing for a wide variety of applications.

Prior to co-founding GeoView, Mr. Wightman was the Senior Geophysicist and Operations Manager at SDII Global Corporation. While at SDII, his duties included the management of subsidence investigations which were related to insurance claims. For these investigations, he integrated the results of geophysical, geotechnical, and structural studies to determine if damage to residential structures was related to sinkhole activity. Prior to joining SDII, Mr. Wightman was employed with HSW Environmental Consultants, Inc., where he performed numerous contamination assessment investigations throughout Florida. His responsibilities included project management, geophysical investigations, design of groundwater monitoring systems, data evaluation, groundwater modeling, and report preparation. While working on his Master of Science in Hydrogeology at the University of South Florida, he was involved as a principal investigator on several coastal and island aquifer research projects. Results from his research have been presented at two international conferences, three Florida state-wide conferences, and have appeared in several publications. He is a Professional Geologist in Florida and California

Christopher Taylor, PG

Geophysical Services and Subsurface Utility Engineering

Firm Name

GeoView / Ambient Technology

Education

BS, Earth and Environmental Sciences with specialization in Geophysics, Lehigh University, 1995

Professional Registrations

Professional Geologist - FL, PA

Career Summary

Mr. Taylor has more than 20 years of experience in managing geophysical investigations throughout the United States and Central America. His duties include project management, budgeting, designing and implementing geophysical investigations, data evaluation, numerical and analytical modeling of geophysical data, and coordination and supervision fieldwork. Mr. Taylor is also responsible for research and development to ensure that GeoView is employing state of the art geophysical instrumentation and software. Mr. Taylor is proficient with subsurface and borehole geophysical technologies and applications that include seismic refraction/reflection, seismic down-hole/cross-hole, ground-penetrating radar, electromagnetics, magnetics, resistivity, and conventional utility location and has managed Level A through Level D subsurface utility investigations. He conducted thousands of geophysical investigations concerned with environmental, geotechnical, infrastructure, and construction related projects. Mr. Taylor plays a senior role in the management and performance of the geophysical investigations that are conducted as part of sinkhole-damage related insurance claims.

Professional Experience

MASW Study, Fort Myers Airport, Fort Myers, Florida

Seismic study to map karst zones of a proposed tunnel alignment under the runway and taxiways of the Fort Myers Airport.

Ground Penetrating Radar, Seismic Refraction and Seismic Reflection, Bradenton, Florida

Assessment of geological conditions and evaluation of for potential of karst activity at Tampa Bay Water's proposed reservoir site.

MASW Study, Florida Power & Light Plant, Fort Lauderdale, Florida

Investigation to determine the shear wave velocity profile to a depth of 100 feet as part of a geotechnical investigation at the Florida Power & Light Plant located in Fort Lauderdale, Florida. The investigation was part of the planned Combustion Turbine Project at the facility..

Seismic Refraction and Multi-Electrode Resistivity, Atlantic LNG Plant, Point Fortin, Trinidad, Wisconsin

Survey performed to determine the electrical resistivity values of shallow soil layers, depth to the top of the marine clay stratum, and depth of the weathering within the clay stratum. .

Stephen Scruggs, PG

Geophysical Services and Subsurface Utility Engineering

Firm Name

GeoView / Ambient Technology

Education

MS, Geology, University of South Florida, 2000

BS, Geology, University of Florida, 1997

Professional Registrations

Professional Geologist - FL

Career Summary

As a senior level project manager for GeoView, Mr. Scruggs is responsible for performance and management of high-level, multi-method geophysical investigations. His primary duties include field project management, data analysis, report preparation, and personnel supervision and training. He is also the Office Manager for the GeoView office in Jacksonville, Florida. He has conducted geophysical investigations throughout the United States and the Caribbean region and has served as Project Manager for national and international geophysical investigations, sinkhole investigations, utility and underground storage tanks locating, geological boundaries mapping, buried debris delineation, structural investigations (e.g., bridge deck, rebar evaluations, cellular tower foundation surveys)..

Professional Experience

Multiple Residential and Commercial Building Sites, Various Locations, Florida

Ground penetrating radar (GPR) and ERI imaging investigations conducted as part of geotechnical site investigations to determine presence of karst (i.e., sinkhole) features for insurance subsidence claims and/or as part of predevelopment geotechnical site investigations; performed at hundreds of sites and for multiple clients. .

Future Sysco Distribution Center, Alachua, Florida

ERI survey across the footprint of a planned warehouse building conducted to determine presence of karst features and assist in planning scope and location for soils stabilization program; used two-dimensional and three-dimensional of resistivity data analysis.

Nestle Waters Facility, Madison County, Florida

GPR study using integrated, differentially corrected GPS to determine location of karst features at proposed location for a water bottling facility; marked apparent centers of the karst features identified for future testing

Unexploded Ordnance (UXO) Study, Historic WWII Practice Bombing Range, Jacksonville, Florida

Integrated TDEM and EM study to determine lateral extent and location of UXO locales across an area planned for planned residential development and to stake the UXO sites detected for future removal.

Scott Purcell

Geophysical Services and Subsurface Utility Engineering

Firm Name

GeoView/Ambient Technology

Education

MS, Hydrogeology and Geo physics, University of South Florida, 2007

BS, Zoology, University of South Florida, 1999

BA, Psychology, University of South Florida, 1988

Career Summary

Mr. Purcell has more than 12 years of experience in managing geophysical investigations throughout the southeast United States. His duties include project management, proposal preparation, designing and implementing geophysical investigations, data evaluation and quality control, numerical and analytical modeling of geophysical data, coordination and supervision of fieldwork, report preparation, and personnel training. Mr. Purcell is proficient in the use of ground penetrating radar, electrical resistivity, electromagnetic, seismic refraction/reflection/MASW, conventional utility location and GPS equipment, AutoCAD drawing preparation and Geophysical Data Analysis software.

Professional Experience

Capacitively Coupled Resistivity (CCR), Pasco County, Florida

OhmMapper survey to determine extent and volume of sandy fill materials and sand mine potential

Seismic MASW Survey, Tallahassee Airport, Tallahassee, Florida

Seismic MASW survey to identify the presence of karst features (sinkholes) and determine soil characteristics as part of an airport runway expansion project.

Time Domain Electromagnetic EM-61 and Ground Penetrating Radar, Orlando, Florida

Surveys to determine or verify the presence, location, and vertical arrangement of grave crypts at a private cemetery.

Multi-Electrode Electrical Resistivity Imaging (ERI), Crystal River, Florida

Survey to determine the depth of the salt-water interface as part of a Hydrogeologic study.

Seismic Reflection and Refraction, Miami, Florida

Surveys to determine soil stratigraphy and characterize soil properties at a nuclear power plant.

Ground Penetrating Radar and Electronic Utility Locator Surveys, Jacksonville, Florida

Surveys to designate and map the locations of POL (petroleum, oil, and lubricant) lines at a Petroleum Terminal in Jacksonville, FL.

Ground Penetrating Radar Surveys, MacDill Air Force Base, Tampa, Florida

Surveys to determine the presence and location of voids beneath the airport runways as part of a geotechnical site assessment. MacDill Air Force Base, Tampa, FL.

Sean Malphurs

Geophysical Services and Subsurface Utility Engineering

Firm Name

GeoView/Ambient Technology

Education

BS, Biology, University of South Florida, 2002

Career Summary

Mr. Malphurs has worked on a range of geophysical projects including karst characterization studies, utility designation, buried debris delineation, underground storage tank location, and resistivity studies. He is proficient in geophysical instrumentation and 3-D modeling software. He has a depth of experience in mapping and Geographic Information System (GIS) projects, imagery, raster image processing and analysis, and geo-database cataloguing, and is proficient in software applications that include ESRI, Surfer, ERDAS Imagine, Adobe Photoshop, and Skyline. He has developed data conversion methods for seamless integration between many software platforms and formats, produced maps, presentations, and visual aids and overseen quality control and product evaluation, and maintenance of hardware, software, and equipment.

Professional Experience

Artillery Range Expansion and Observation Project, Fort Stewart, Georgia

GIS-based development and planning based on terrain characterization, facility requirements, and safety requirements of US Army Reserve (USAR).

Operation Iraqi Freedom (OIF) III, Fort Stewart, Georgia

Produced GIS-based products and services in preparation for OIF III, leading to successful mobilization of the U.S. Army 3rd Infantry Division Mechanized.

Operation Iraqi Freedom III, Iraq

Produced over 2,000 GIS-based products in support of OIF III, U.S. Army, Department of Defense, Iraqi Army, Iraqi Security Forces.

Client Name, Project Name, City, State, Cost, Dates

Role and responsibilities. Include information on how the individual or WSP added value to the project regarding savings in cost/time/space and/or something special/innovative/successful.

Camp Taji Fire and Emergency Response Project, Iraq

Developed GIS-based products that actively reduced emergency response time inside Camp Taji

Brett Arenas

Drilling Department Head

Firm Name

Madrid Drilling Group

Years of Experience

Industry: 35

Education

High School - GED 2000 Sacramento, CA

Pearce Technical College – 2000 Sacramento, CA

Training and Certifications

OSHA 8 HAZWOPER

OSHA 40 HAZWOPER

OSHA 30 General Industry

OSAH 8 Supervisor

Well Drillers License

Class A License w/ Tanker

Forklift Trainer

Smith System defensive driving

Career Summary

Mr. Arenas currently serves as the Madrid CPWG Drilling department head and leads most of the company's drilling projects. Much of his 35 years of geotechnical and environmental drilling experience comes from performing geotechnical field investigation and testing for site development, evaluation, stabilization, roadway, bridges and other infrastructure projects, as well as environmental impact studies for plume delineation and contaminant cleanup through the installation of water wells and exploratory borings.

Professional Experience

FDOT Geotechnical Project: E7R26 I-75 S to EBWB I-4 Exit Ramp

This project was for the expansion of the existing infrastructure and consisted of over 40 SPT borings with depths from 20' to over 150'

TS Freshwater Blending Pipeline Crossing

This geotechnical exploration project was for the installation of a pipeline along wy 595, Live Oak St, & Hyw 19 and consisted of over 30 SPT borings with depths from 10' to over 40'

CR557 Widening

This geotechnical exploration project was for the expansion of the existing infrastructure and consisted of over 530 locations where SPT borings, Hand Augers, and Test pits were done along hwy 557

Howard Frankland Bridge

This overwater geotechnical exploration project was for the expansion of the existing infrastructure and consisted of over 40 SPT borings with depths from 100' to over 200' drilled from our in-house jack-up barge

Flagler County Rural Road Evaluation

This geotechnical exploration and evaluation project was for a roadway rehabilitation project along approximately 3 miles of CR 90E & CR 90W in Flagler County, Florida, and consisted of multiple SPT borings.

Hallam Preserve Signalization

This geotechnical exploration was for the proposed intersection signalization of CR 540A and Hallam Preserve, Polk County, Florida, and consisted of multiple SPT borings.

Marigold Mast Arms and Ponds

This geotechnical exploration and evaluation for the proposed new mast arms, stormwater ponds, and flood plain compensation ponds along Marigold Avenue in Poinciana, Florida and consisted of multiple SPT borings, hand augers, and test pits

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5015 South Florida Avenue
Suite 301
Lakeland, FL 33813

wsp.com

Polk County

Professional Geotechnical Services and Construction Material Testing and Inspection

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Tab 4: Is the Firm a "Polk County Entity"?

Is the Firm a "Polk County Entity"?.....3

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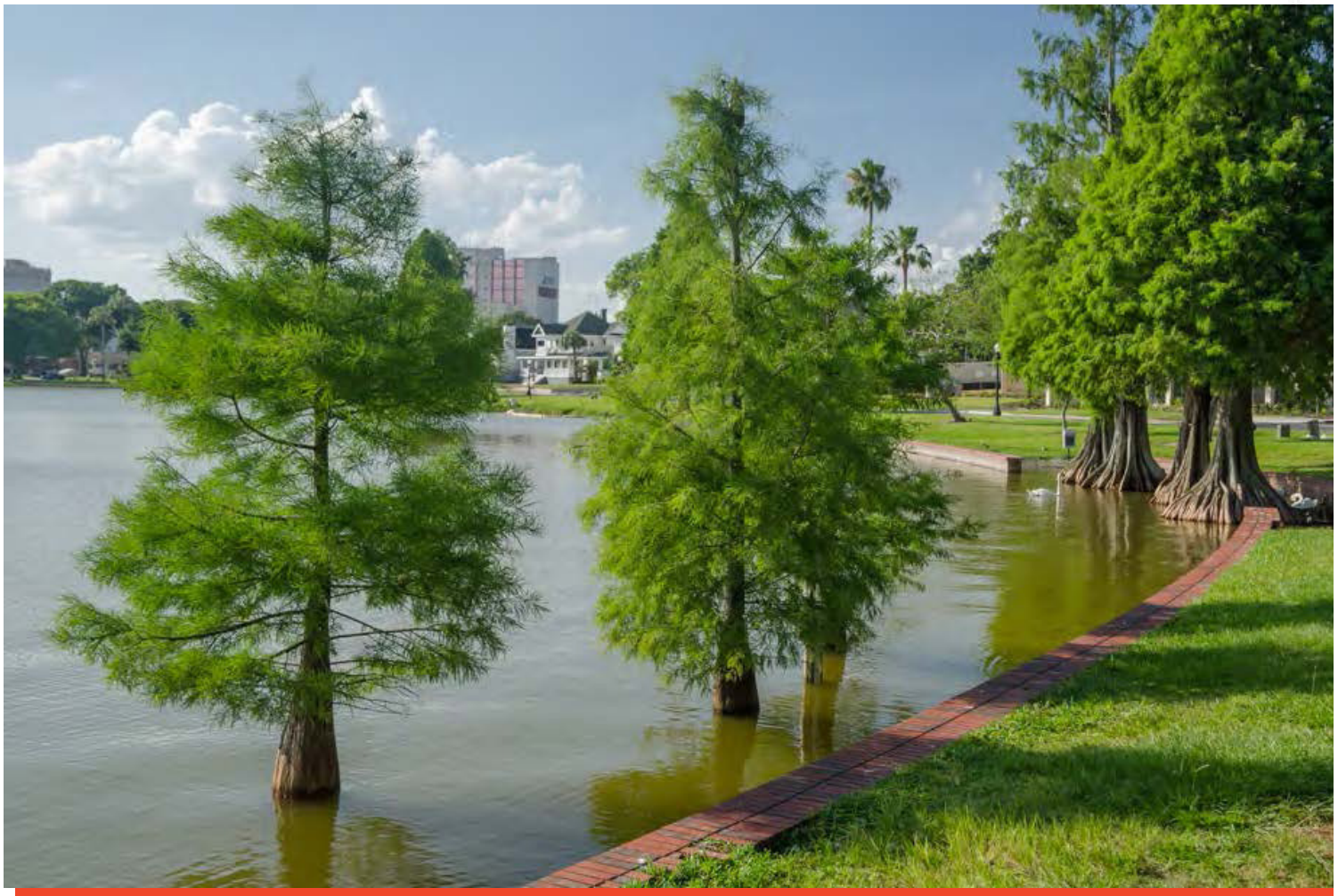

Tab 4
Is the Firm a “Polk County Entity”?

Is the Firm a "Polk County Entity"?

WSP is one of the world's leading engineering, project management, and consultancy companies with a long, rich history in the Florida market. If selected for this important contract, our services will be managed and performed from our Lakeland, Florida office at 5015 South Florida Avenue with additional resources provided by our other Florida offices, as necessary. We have been a Polk County Entity for more than 30 years and have been in our current building since the 1990s.

During the past 75 years, WSP has offered multidisciplinary solutions through civil engineering, surveying, architectural services, environmental services, geotechnical engineering, program management, materials testing and engineering, and water resource services to public and private clients. Our employees live and work in our local communities, making us especially dedicated to improving our surrounding environments. We say "world skills on your doorstep" because our customers recognize the value of our local presence.

Our project team is dedicated to serving local governments and municipalities and assisting with general engineering services such as studies, design, construction management, and other miscellaneous engineering and planning services for various public works projects. We have been doing so for more than seven decades. WSP's Florida operation is home to many talented and dedicated individuals serving the engineering and scientific communities today. We are renowned for our expertise and professionalism, our sustainable integration of engineering and science methodologies, and our innovative approaches to finding solutions which fit within the complexities of any project assignment. We have a strong reputation for balancing global excellence with local delivery.

WSP's Florida operation employs nearly 900 people in 23 offices located in every region of the state, including more than 200 people in the Central Florida area. The company can draw on its experienced local managers and geographical reach to support the needs of clients, regardless of project size and complexity. WSP's depth

of global resources allows us to provide our clients with innovative solutions engineered to fit perfectly with local project challenges.

For this opportunity, Mr. Ahmed Zein, PhD, PE will coordinate and manage this contract from our Lakeland office with support from our Tampa, Orlando, and various other office locations. While we have team members in multiple offices, our project managers and highly qualified professionals form seamless and flexible project teams that provide uninterrupted continuity to project tasks.

We have a proven working history with a high success rate of coordinating and executing high-value engineering and architectural projects throughout the state. The close proximity of our office WSP project team to rapidly respond to all project needs in a timely and cost efficient manner.

With approximately 45 employees, our Lakeland office has provided consulting services to public and private sector clients throughout Florida for more than 35 years. Some of the public clients that the Lakeland office currently performs engineering services for include all five Florida Water Management Districts, U.S. Army Corp of Engineers, Florida Department of Environmental Protection, Florida Department of Transportation, and multiple municipalities including Polk, Hillsborough, Osceola, Orange, Sarasota, Lake, Sumter, and Highlands Counties.

Our highly-qualified professionals will be able to act as an extension of Polk County staff when the need arises. We bring unique local knowledge and specialized Florida experience to our clients with aided service delivery driven by our expansive financial, project management, and IT systems. Utilizing these combined services allows us to draw on vast resources of personnel and experience to meet our clients' needs.

On the following pages please see our current lease agreement for our Polk County office.

Lakeland Office Lease Agreement (redacted)

LEASE AGREEMENT

This Lease Agreement ("Lease") is made as of the Effective Date (hereinafter defined), by and between Bank of Central Florida ("Landlord") and Wood Environment & Infrastructure Solutions, Inc. ("Tenant"). The Effective Date shall be the date upon which this Lease is last executed and/or initialed by Landlord and Tenant.

1. **Basic Lease Provisions and Definitions**.

(a)	Building:	5015 S. Florida Avenue Lakeland, FL 33813-2561
(b)	Premises:	3rd Floor
(c)	Rentable Square Footage of Premises:	5,000
(d)	Initial Term of Lease:	Five (5) years
(e)	Possession Date:	03/01/2021, subject to the provisions of Section 3 below
(f)	Rent Commencement Date:	04/01/2021, subject to the provisions of Section 3 below

(g) Rent:

Year	Annual Rent	Monthly Rent	Rent Per Square Foot
1	[redacted]	[redacted]	[redacted]
2	[redacted]	[redacted]	[redacted]
3	[redacted]	[redacted]	[redacted]
4	[redacted]	[redacted]	[redacted]
5	[redacted]	[redacted]	[redacted]

(h) Renewal Options: Two (2) options of three (3) years each

2. **Premises; Common Areas**.

(a) Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises described in Sections 1(a), (c), and (d) above and depicted in the floor plan attached hereto as Exhibit 2(a) and incorporated herein by reference (the "Premises ").

(b) Tenant, its employees, representatives, agents, customers, guests and invitees shall have the right to use all driveways, parking areas, sidewalks, lobbies, elevators, hallways, restrooms, and other common facilities and areas (collectively, "Common Areas") in or about the Building, jointly with other tenants and their respective employees, representatives, agents, customers, guests and invitees. Tenant and its employees, representatives, agents, customers, guests and invitees shall not use any of the Common Areas in a manner which obstructs or interferes with the reasonable use thereof by others. Landlord will maintain the Common Areas in a clean, safe and sanitary condition and provide all necessary janitorial service, snow removal, maintenance and repair, and utilities to all Common Areas.

3. **Term**. The term of this Lease shall commence on the Rent Commencement Date and continue until the expiration of the period specified in Section 1(d) above (the "Initial Term" and, together with any renewals or extensions thereof, the "Term"); provided, however, that if the Rent Commencement Date is any day other than the first day of a calendar month, the Initial Term shall include the partial month in which the Rent Commencement Date occurs plus the period specified in Section 1(d) above, and the first lease year shall include such partial month plus the succeeding twelve (12) months. During the period between the Possession Date and the Rent Commencement Date, all of the terms and conditions of this Lease shall be in effect, other than Tenant's obligation to pay Rent. Notwithstanding anything to the contrary contained herein, the Possession Date shall be the later of: (a) the date specified in Section 1(e) above; and (b) the date on which Landlord delivers the Premises to Tenant with Landlord's Work (hereinafter defined) substantially complete and in a condition that allows Tenant to legally occupy the Premises. In the event the Possession Date, as so calculated, occurs after the date specified in

hangings. Upon the expiration or termination of this Lease, Landlord and Tenant shall mutually inspect the Premises and sign an Acceptance of Premises/Repair List document, in the form of Exhibit 26(l), that verifies the Premises is in the condition required by this Lease or, if not, that identifies the repairs in the Premises for which Tenant is responsible. If Landlord fails or refuses to inspect the Premises or sign the Surrender of Premises/Repair List document, Landlord shall be deemed to have accepted the Premises from Tenant in the condition required by the Lease.

(m) **Severability**. If any provision of this Lease is rendered void or invalid by the decision of any court or by the enactment of any Law, such provision will be deemed to have never been included herein and the balance of the Lease shall continue in full force and effect.

(n) **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which together shall constitute but one and the same instrument. Photocopies and electronically scanned or faxed copies of original signature pages shall be deemed originals in all respects.

(o) **Entire Agreement**. This Lease constitutes the entire understanding between the parties. Any representation, obligation, term or condition not contained herein is not binding on the parties.

Wood Environment & Infrastructure Solutions, Inc.

By: Joe Malone

Its: Head of Real Estate - Wood Consulting

Date: 30 NOV 2020

Bank of Central Florida

By: [signature]

Its: CHAIRMAN & CEO

Date: 11/1/20

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STATE OF ~~FLORIDA~~ TENNESSEE)

COUNTY OF KNOX)

Before me, a notary public in and for said County and State, personally appeared by [ ] physical presence [X] online notarization the above-named Wood Environment & Infrastructure Solutions, Inc., by Joe Malone, its Head of Real Estate

Sworn to before me and subscribed in my presence at Knoxville ~~Florida~~ Tennessee this 30 day of November, 2020.

Notary Public

SEAL

STATE OF TENNESSEE NOTARY PUBLIC KNOX COUNTY MY COMMISSION EXPIRES 6-5-2021

STATE OF FLORIDA)

COUNTY OF POLK)

Before me, a notary public in and for said County and State, personally appeared by [X] physical presence [ ] online notarization the above-named Bank of Central Florida, by Paul Nolan, its CEO & Chairman.

Sworn to before me and subscribed in my presence at Lakeland, Florida this 1st day of December, 2020.

Notary Public

SEAL

DONNA K. SCHAFFER MY COMMISSION # GG 272807 EXPIRES: October 30, 2022 Bonded Thru Notary Public Underwriters

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As one of the world's leading professional service firms, WSP brings clarity and vision to complex challenges by working with and advising governments and private-sector clients on key aspects of earth sciences and environmental sustainability. With the recent acquisitions of the Environment & Infrastructure business (E&I) of John Wood plc. and Golder, we have built the largest environmental practice in the world. Our over 23,000 environmental professionals provide specialized services to clients in some of the most highly regulated industries, including mining, oil and gas, energy, industrial, property and buildings, water and transportation. They advise on matters ranging from clean air, water and land, to biodiversity, green energy solutions, climate change and Environmental, Social and Governance ("ESG") issues. From design, permitting, planning and operations, to decommissioning and asset remediation, our environmental professionals are ready to support you through the entire lifecycle of your projects.

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Tab 5: Is the Firm a "Certifed Woman or Minority Business Enterprise"?

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Tab 5
Is the Firm a “Certified Woman or Minority Business Enterprise”?

Is the Firm a "Certified Woman or Minority Business Enterprise"?

WSP regularly partners with various specialty subconsultants to supplement our team. In fact, the executives at WSP encourage the use of Woman and Minority Business (WBE/MBE) firms whenever possible as a means of establishing and maintaining healthy working relationships. Our strategy is to build the best possible team in an effort to fully satisfy the needs of our client.

For more than 30 years, WSP has worked with a number of woman or minority certified firms; some of which have been very conscientious of their work product and others that were not. This time has allowed us an opportunity to evaluate the performance of each firm. It has also provided us the chance to build a solid working relationship with a select number of highly qualified and very responsive firms. WSP routinely calls on our ally subconsultant firms to assist us in various design and engineering endeavors. It is interesting to note that most of the firms are utilized by WSP regardless of the selection criteria and/or contractual requirements. This speaks highly of the level of service we have come to expect from our partners. The bottom line is that Polk County will be relying on WSP to provide exceptional client service, and therefore, it is our responsibility to have subconsultants in place that we can fully rely upon to provide the same high quality work products in a timely fashion.

WSP is committed to providing the greatest participation possible for WBE/MBE firms to compete as suppliers for WSP's current and long-term requirements. To assist Florida's woman and minority businesses in doing business with counties, cities, the state of Florida, and the private sector, WSP makes its best effort, whenever possible, to utilize WBE/MBE firms like our subconsultant for this project, GeoView, Inc, a division of Ambient Technologies. The WBE/MBE certifications for this firm can be found on the following pages.

It is WSP's policy when price, quality, delivery, and other pertinent factors are evaluated as equal; the order should and is expected to be awarded to the WBE/MBE firms. In addition, WSP shall, whenever possible, assist in the training and development of WBE/MBE firms in both the private and public sectors.

Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE)
Certificate of Eligibility

AMBIENT TECHNOLOGIES INC

MEETS THE REQUIREMENTS OF 49 CFR, PART 26
APPROVED NAICS CODES:
541360, 541620, 561990

Samuel Febres

Samuel (Sammy) Febres
DBE & Small Business Development Manager
Florida Department of Transportation

State of Florida

Minority Business Certification

Ambient Technologies, Inc

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
08/12/2021 to 08/12/2023

Jonathan R. Satter, Secretary
Florida Department of Management Services

Department of MANAGEMENT SERVICES
Office of Supplier Diversity

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

THIS CERTIFIES THAT

Ambient Technologies, Inc.

NMSDC
National Minority Supplier Development Council

* Nationally certified by the: **FLORIDA STATE MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 562910; 561990; 541620; 541360; 237110; 541330; 541370

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

10/31/2022		FL03223
Issued Date		**Certificate Number**
10/31/2023	**Ying McGuire** **NMSDC CEO and President**	**Beatrice Louissaint, President & CEO**
Expiration Date		

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: http://nmsdc.org

Certify. Develop. Connect. Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

Florida UCP DBE Directory

Number of Vendors Returned: 1
Selection Criteria:
Vendor : MADRID ENGINEERING GROUP INC DBA MADRID CPWG

Vendor Name: **MADRID ENGINEERING GROUP INC DBA MADRID CPWG**
DBE Certification: CERTIFIED **MBE Certification:** **ACDBE Status:** N **Statewide Availability:** Y
DBA: **Former Name:**
Business Description: GEOTECHNICAL ENGINEERING, DRILLING, CEI AND MATERIALS TESTING SERVICES

Mailing Address: 3918 N HIGHLAND AVE
TAMPA FL 33603

Contact Name: SHELIA TARTE **Phone:** (813) 382-3460 **Fax:**
Email: SHELIA.TARTE@MADRIDCPWG.COM **Web Site:**

Certified NAICS
541611 Administrative Management and General Management Consulting Services

As one of the world's leading professional service firms, WSP brings clarity and vision to complex challenges by working with and advising governments and private-sector clients on key aspects of earth sciences and environmental sustainability. With the recent acquisitions of the Environment & Infrastructure business (E&I) of John Wood plc. and Golder, we have built the largest environmental practice in the world. Our over 23,000 environmental professionals provide specialized services to clients in some of the most highly regulated industries, including mining, oil and gas, energy, industrial, property and buildings, water and transportation. They advise on matters ranging from clean air, water and land, to biodiversity, green energy solutions, climate change and Environmental, Social and Governance ("ESG") issues. From design, permitting, planning and operations, to decommissioning and asset remediation, our environmental professionals are ready to support you through the entire lifecycle of your projects.

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Tab 6: Interactions with County and Regulatory Staff

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Tab 6
Interactions with County and Regulatory Staff

Interactions with County and Regulatory Agency Staff

The WSP team of engineers, architects, planners, and scientists has a broad and successful history of completed projects with Polk County including the Parks and Natural Resources Division, Utilities Division, Transportation Division, Facilities Management Division, and Housing and Neighborhood Development Division. We have continuously provided prompt and efficient service as well as technically superior design services to these various Polk County government clients. Our involvement in previous projects has also provided us with the familiarity and ability to effectively work with other County divisions, including the Planning Division, Codes Division, and County Attorney's Office.

We understand the level of detail that County project managers require in the bidding documents and throughout the duration of construction. Our experience with Polk County ensures our projects are completed in accordance with the expectations of staff and our fellow citizens. Our experience with a wide variety of projects brings an understanding of an assortment of issues from stormwater management system permitting to threatened and endangered species to construction and building, and water use permits, and consent orders. We have worked with agencies at the local, regional, state, and federal levels and fully understand the facets of the governing regulatory processes that can be expected for this contract.

We maintain an excellent rapport with the regulatory agencies having jurisdiction in Florida from the top level decision makers to the compliance and enforcement staff. Our clients generally require the services of an engineering firm that knows how to work with these agencies and understands how to negotiate through the seemingly endless maze of regulatory requirements and consultations. We have worked with most of the review agencies throughout the state including FDEP, Florida Department of Health, FDOT, SWFWMD, SFWMD, Florida Fish and Wildlife Conservation Commission, Florida Department of Agriculture and Consumer Affairs, various utility owners, local jurisdictional agencies, USACE, Environmental Protection Agency, and most of the 17 Polk County municipalities. The relationships we have built with the various agency decision makers have helped us resolve challenges and expedite permit approvals.

Several team members have worked directly for regulatory agencies and, as such, clearly understand the internal operations of the agencies. Not only does this experience provide our team with a unique perspective of the framework and policies that govern day-to-day operations, but is also the basis of strong, mutually respected, and cooperative relationships with key agency staff. Our team also has vast experience in submitting permit applications and weaving through the regulatory review process to obtain permits for both private and public clients. Our team of engineers and scientists thoroughly understand the rules and associated guidelines that govern civil and environmental activities in Florida. We also understand that these rules provide some degree of flexibility for both the permit applicant and the permit reviewer. Many factors from political influence and stakeholder concerns come into play and we understand that all of these influences must be considered in the overall process.

Through our continuing work with Polk County staff on numerous projects, we have become very familiar with the Polk County "process." We have successfully completed projects through design, bidding, and construction and, as such, we understand the Procurement Office's procedures and requirements for bidding and contractor management.

As one of the world's leading professional service firms, WSP brings clarity and vision to complex challenges by working with and advising governments and private-sector clients on key aspects of earth sciences and environmental sustainability. With the recent acquisitions of the Environment & Infrastructure business (E&I) of John Wood plc. and Golder, we have built the largest environmental practice in the world. Our over 23,000 environmental professionals provide specialized services to clients in some of the most highly regulated industries, including mining, oil and gas, energy, industrial, property and buildings, water and transportation. They advise on matters ranging from clean air, water and land, to biodiversity, green energy solutions, climate change and Environmental, Social and Governance ("ESG") issues. From design, permitting, planning and operations, to decommissioning and asset remediation, our environmental professionals are ready to support you through the entire lifecycle of your projects.

5015 South Florida Avenue
Suite 301
Lakeland, FL 33813

wsp.com

Polk County

Professional Geotechnical Services and Construction Material Testing and Inspection

RFP No.: 23-328
Date: June 14, 2023
Time: 02:00 p.m.

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Tab 7
Timely Completions of Projects

Timely Completions of Projects

WSP understands that the overall quality project performance is directly related to availability of staffing, future project commitments, and office utilization. A key factor to providing a quality product relies on meeting construction schedules and providing services lines that are continuously available on short notice. WSP's depth and breadth of resources and our Florida coverage area offers Polk County stability and availability to handle any size project at any time.

All WSP team members will be committed to this project and are available for the life of this contract on an as-needed basis. The availability of our staff will allow for the initiation and completion of any task required in a minimum amount of time. WSP is completely committed to providing the resources required to fulfill all project needs and task assignments and to meet or exceed all anticipated project objectives. We are well-known and respected in our profession for performing multiple projects and task assignments within the constraints and limitations of schedules, budgets, and project boundaries.

Current and Future Workload

Mr. Ahmed Zein, PhD, PE will be responsible for ensuring all staffing commitments are adhered to for every project throughout the duration of the contract. Mr. Zein will continuously coordinate with project managers and task leaders to ensure that all assignments receive the proper allocation of staff resources. Because we understand that communication is key, the entire project team will be kept informed through a project work plan of the technical, administrative, and procedural requirements.

Mr. Zein has the ability to staff each project within this contract by utilizing more than 50 supplemental geotechnical and construction support staff located in central Florida to support this contract in need be along with the resources of our subconsultant partners. WSP is committed to providing sufficient staff resources to handle even peak workload demands. Our team has the resources available to expedite the schedule at any time if needed and are equally committed to client satisfaction and to outstanding technical performance on each and every task assignment.

Ability to Handle Scope of Services

WSP is a full-service design firm that provides most

services that have been identified by Polk County for this contract. We have supplemented our team with highly qualified, local subconsultants to provide additional support, as necessary. We have illustrated a portion of our diverse team in the organizational chart provided under Tab 3.

We utilize a project management dashboard that serves as a portal to our job cost accounting system. The dashboard allows project managers and discipline managers to view manpower estimates, staff utilization, project budgets, and other essential data to properly maximize project budget, and manpower requirements. This tool provides valuable real time information to our managers to assist them with staff scheduling to avoid delays.

We believe that it is critical that the project management philosophy be focused on the effective coordination and combination of the project elements and services required to successfully complete the project. A practical understanding of both the technical and non-technical aspects is essential to the efficient execution of this project. In summary, the key elements of our project management plan are:

- Effective client interface and communication
- Assignment of a senior project manager and experienced key personnel
- Preparation of a comprehensive technical approach based on a sound understanding of the project
- Development of a fair and complete budget to accomplish the work
- Use of proven, computerized systems for monitoring and control of project cost and schedule
- Commitment to the schedule and budget from all team members
- Frequent team interaction on project tasks, deliverables, and challenges
- Continuity of staff on project tasks and development of project teams

WSP employs several effective project management

tools to monitor our project budgets and schedules. We track work efforts and progress for each element of the work plan on a weekly basis and employ aspects of earned value management to monitor our performance.

WSP's Project Management Portal (PMP) provides management with daily time accounting and weekly detailed reports of expenditures and charges, which are used by management to track labor efficiency and to determine if the level of effort and results achieved are consistent with the budget and schedule. Critical project performance metrics are also provided to the office manager and contract manager for review via the Project Assessment Report (PAR). Problems with projects failing to meet established financial goals are identified early in the process so that corrective actions can be developed and applied in a timely fashion. Some of the other tools used by WSP's project managers to help track project progress include earned value tracking (EVT), staff loading calendars, and MS SharePoint software.

Project team meetings are held on a regular basis, providing an opportunity to share project information and identify potential problems and head them off before they become schedule stoppers. Project schedules and milestone dates are reviewed at each team meeting. We often use emails to send electronic drawings and data which helps reduce schedule snags since data is more easily available and ready for use. We set weekly goals for our project team based on our work plan and hold team members accountable for attaining those goals within the allotted hours. Project efficiency will be maximized by submitting regular project status reports, meeting as needed with County staff to facilitate communication during the course of a project, and limiting the number of team members working on a project. This allows us to meet the project schedule, but at the same time, minimize unnecessary confusion regarding responsibilities and methodologies.

Additionally, continuous senior level review is essential to meeting project goals and objectives within allocated schedules and budgets. Our specific goal is to identify and correct potential issues during the process to avoid costly and time consuming backtracking in subsequent elements of the work plan.

We have provided our projected workload chart to the right for the resources assigned to this contract to illustrate the firm's ability to handle each aspect of the scope of services described.

Personnel	Availability
Ahmed Zein, PhD, PE	80%
Brian Hathaway, PE	80%
David Butcher, PE, LEED AP	85%
Michael Kelley, PE	75%
Kirby Lastinger, CSP, CHMM, CIT	80%
Mark Keown, PE	80%
Luis Ponce, PE, CGC	75%
Wenbin Zhao, PhD, PE	80%
Carlos Giffoni, PE	80%
Amr Ewais, PE	75%
Alim Razi, PE	80%
Jose Lizarraga, PhD, PE	75%
Christian Wireko, PhD, PE	75%
Dennis Crawford, PE	85%
Edward Marks, PG	80%
Derek Richcreek, PG	70%
Luis Melo, EI	85%
Eduardo Hernandez, PE	80%
Michael Lewkutz	80%
Pablo Marin Gallo	80%
Daniel Chotos	85%
Alexander Rojas, PE, CWI	85%
Winsor Pozo	80%
Jose Quiroz	85%
Marcia Chacon	85%
Elias Manzur	90%
David Manzur	80%
Valwin Knight	75%
Victor Hosey	75%
Billy Davis	80%
Adil Khan, PE	80%
Halim Bas	80%
Michael Philipps, CWI, NDT Level II, NICET Level 1	80%
Rex Harrison, CWI, NDT Level II, NICET Level 2	80%
Leonard Patterson, CWI, NDT Level II	80%
Tirrell Day, PE	80%
Shrey Lunagaria	85%

As one of the world's leading professional service firms, WSP brings clarity and vision to complex challenges by working with and advising governments and private-sector clients on key aspects of earth sciences and environmental sustainability. With the recent acquisitions of the Environment & Infrastructure business (E&I) of John Wood plc. and Golder, we have built the largest environmental practice in the world. Our over 23,000 environmental professionals provide specialized services to clients in some of the most highly regulated industries, including mining, oil and gas, energy, industrial, property and buildings, water and transportation. They advise on matters ranging from clean air, water and land, to biodiversity, green energy solutions, climate change and Environmental, Social and Governance ("ESG") issues. From design, permitting, planning and operations, to decommissioning and asset remediation, our environmental professionals are ready to support you through the entire lifecycle of your projects.

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Polk County

Professional Geotechnical Services and Construction Material Testing and Inspection

RFP No.: 23-328
Date: June 14, 2023
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Tab 8
Surveys of Past Performance

Survey Questionnaire – Polk County

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

To: Albert Rosentstein, PE, CPM (Name of Person completing survey)

Manatee County Public Works (Name of Client Company/Contractor)

Phone Number: 941-708-7450 (ext 7219) Email: albert.rosenstein@mymanatee.org

Subject: Past Performance Survey of Similar work:

Project name: Geotechnical Design and CMT / Inspection Services for Lake Manatee Dam Repairs Project

Name of Vendor being surveyed: WSP E&I Inc.

Cost of Services: Original Cost: $4,500,000 Ending Cost: $4,500,000

Contract Start Date: 2015 Contract End Date: Ongoing

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	9
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process N/A N/A	(1-10)	
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	9
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator ALBERT ROSENSTEIN

Signature of Evaluator: Albert Rosenstein 6.8.23

Please fax or email the completed survey to: ahmed.zein@wsp.com

Revised 3.7.23

Survey Questionnaire – Polk County

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

To: Molly Klinepeter (Name of Person completing survey)

City of Lakeland Water Utilities (Name of Client Company/Contractor)

Phone Number: 863.834.6581 Email: Molly.Klinepeter@lakelandgov.net

Subject: Past Performance Survey of Similar work:

Project name: Geotechnical Services - Se7en Wetlands Treatment System Embankment Dams - Annual Inspection (2022)

Name of Vendor being surveyed: _____

Cost of Services: Original Cost: $13,179 Ending Cost: $9,290

Contract Start Date: 06-01-2022 Contract End Date: 12-31-2022

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Molly Klinepeter

Signature of Evaluator: mkline

Please fax or email the completed survey to: ahmed.zein@wsp.com

Revised 3.7.23

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Survey Questionnaire – Polk County

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

To: Matthew Gisondi, PE (Name of Person completing survey)

South Florida Water Management District (SFWMD) (Name of Client Company/Contractor)

Phone Number: (786) 255-2527 Email: ccastil@sfwmd.gov

Subject: Past Performance Survey of Similar work:

Project name: Lainhart and Masten Dams Repairs (Design / EDC / Structural Evaluation)

Name of Vendor being surveyed: WSP USA Environment & Infrastructure, Inc.

Cost of Services: Original Cost: $ 2,200,000 Ending Cost: $ 2,200,000

Contract Start Date: 2014 Contract End Date: 2021

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator: Octavio Castillo, PE

Signature of Evaluator: _____ 6/7/23

Please fax or email the completed survey to: brian.hathaway@wsp.com

Revised 3.7.23

Survey Questionnaire – Polk County

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

To: Michael O'Reilly (Name of Person completing survey)

WSP USA Environment & Infrastructure Inc. (Name of Client Company/Contractor)

Phone Number: 863.781.6348 Email: michael.oreilly@mosaicco.com

Subject: Past Performance Survey of Similar work:

Project name: SFM-11 CSA Construction Quality Assurance Services Utility Corridor and Below Grade Base Out

Name of Vendor being surveyed: Mosaic Fertilizer, LLC

Cost of Services: Original Cost: $1.3 million Ending Cost: $2,009,745 (current)

Contract Start Date: June 2021 Contract End Date: On-going

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	9
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	9
3	Quality of workmanship	(1-10)	9
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	9
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	9

Printed Name of Evaluator Michael O'REILLY

Signature of Evaluator: Michael O'Reilly

Please fax or email the completed survey to: michael.kelley@wsp.com

Revised 3.7.23

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Survey Questionnaire – Polk County

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

To: Frederick R. Holmes, P.E. (Name of Person completing survey)

Hazen and Sawyer (Name of Client Company/Contractor)

Phone Number: 407.367.2626 Email: fholmes@hazenandsawyer.com

Subject: Past Performance Survey of Similar work:

Project name: Geotechnical Services - Grove Land Reservoir and Stormwater Treatment Area, Okeechobee and Indian River Counties, FL

Name of Vendor being surveyed: WSP E&I, Inc.

Cost of Services: Original Cost: $2,000,000 Ending Cost: $2,000,000

Contract Start Date: 2015 Contract End Date: Ongoing

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	8
5	Close out process	(1-10)	
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	9
8	Ability to follow protocol	(1-10)	9
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Frederick R. Holmes

Signature of Evaluator: Frederick R. Holmes

Please fax or email the completed survey to: ahmed.zein@wsp.com

Revised 3.7.23

Survey Questionnaire – Polk County

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

To: Jay Jarvis , PE (Name of Person completing survey)

Polk County Roads and Drainage Division (Name of Client Company/Contractor)

Phone Number: (863) 535-2200 Email: JayJarvis@polk-county.net

Subject: Past Performance Survey of Similar work:

Project name: Geotechnical Services - US 27 at Four Corners Blvd Intersection Improvements

Name of Vendor being surveyed: WSP USA E&I (formerly Wood PLC)

Cost of Services: Original Cost: $13,805 Ending Cost: $13,191

Contract Start Date: 09-18-2020 Contract End Date: 12-31-2020

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Jay M. Jarvis

Signature of Evaluator:

Please fax or email the completed survey to: ahmed.zein@wsp.com

Revised 3.7.23

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Survey Questionnaire – Polk County

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

To: Patrick West, RLA, Project Manager (Name of Person completing survey)

John Gallup & Associates, LLC (Name of Client Company/Contractor)

Phone Number: 412.925.0074 Email: Patrick_west@johngallup.com

Subject: Past Performance Survey of Similar work:

Project name: Bay Pines National Cemetery Expansion – VA Project Number 830CM3019

Name of Vendor being surveyed: WSP USA E&I (formerly Wood PLC)

Cost of Services: Original Cost: $148,593.50 Ending Cost: $157,593.50 adjusted to account for additional geotechnical scope

Contract Start Date: 08-01-2022 Contract End Date: Ongoing

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	N/A
6	Ability to communicate with Client's staff	(1-10)	N/A
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Patrick A. West, RLA

Signature of Evaluator: Patrick A. West

Please fax or email the completed survey to: ahmed.zein@wsp.com

Revised 3.7.23

Survey Questionnaire - Polk County

RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

To: **Scott Teschky, City of Fort Lauderdale**
Phone Number: **954-828-6195**
Email: **steschky@fortlauderdale.gov**

Subject: Past Performance Survey of Similar work:

Project name: **Construction Engineering Services Continuous Service Agreement**

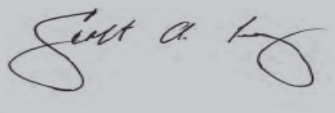
Name of Vendor being surveyed: **WSP USA Environment & Infrastructure, Inc.**

Cost of Services:
Original Cost: Task Work Order Based — Ending Cost: $ 890,161.25
Contract Start Date: February 02, 2017 — Contract End Date: May 31, 2021

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	8
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	8
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	8
11	Overall, Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator: Scott A. Teschky, CCM, LEED AP BD+C

Signature of Evaluator: 

Please fax or email the completed survey to: brian.hathaway@wsp.com

Tab 9
Forms and Other Required Information

Affidavit Certification Immigration Laws

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 23-328, PROFESSIONAL GEOTECHNICAL SERVICES and CONSTRUCTION MATERIAL TESTING and INSPECTION

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: WSP USA Environment & Infrastructure Inc.

Signature: Mark C. Diblin

Title: Vice President - Florida District Manager

Date: 06/13/23

State of: Florida

County of: Polk

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 13 day of June, 20 23, by Mark Diblin (*name*) as VP - Florida District Manager (*title of officer*) of WSP USA Environment & Infrastructure Inc. (*entity name*), on behalf of the company, who ☒ is personally known to me or ☐ has produced personally known to me as identification.

Notary Public Signature: Maggie Proenza-Kanakis

Printed Name of Notary Public: Maggie Proenza-Kanakis

Notary Commission Number and Expiration: HH 336656

(AFFIX NOTARY SEAL)

MAGGIE PROENZA KANAKIS
Notary Public - State of Florida
Commission # HH 336656
My Comm. Expires Mar 20, 2027
Bonded through National Notary Assn.

Revised 3.7.23

W-9

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
WSP USA Environment & Infrastructure Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1075 Big Shanty Rd NW, Suite 100

Requester's name and address (optional)

6 City, state, and ZIP code
Kennesaw, GA 30144

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
9 1 - 1 6 4 1 7 7 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ _____ **Date** ▶ _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X — Form **W-9** (Rev. 10-2018)

Addendum 1

May 10, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1
RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Correction to Contractual Matters reference on page 20 of the RFP document.

Michael Guerrero
Sr. Procurement Analyst
Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature: Mark Diblin

Printed Name: Mark Diblin

Title: VP - Florida District Manager

Company: WSP USA Environment & Infrastructure Inc.

Addendum 2

May 18, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2
RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Proposals submitted and shortlisted along with the evaluation criteria for the last solicitation (RFP 18-305) added to the County's FTP Site.

To receive a copy of the Proposals submitted and shortlisted and evaluation criteria for RFP 18-305, please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation.* After you have logged in to the FTP site, double click on the file folder "**RFP 23-328 Professional Geotechnical Services and Construction Material Testing and Inspection.zip**", select "Open" or "Save As" to download the Proposals submitted and shortlisted and evaluation criteria for RFP 18-305. If you need assistance accessing this website due to ADA or any other reason, please email Michael Guerrero at michaelguerrero@polk-county.net.

Michael Guerrero
Sr. Procurement Analyst
Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature: Mark D. Diblin

Printed Name: Mark Diblin

Title: VP - Florida District Manager

Company: WSP USA Environment & Infrastructure Inc.

Addendum 3

June 1, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #3
RFP 23-328, Professional Geotechnical Services and Construction Material Testing and Inspection

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Question asked and answered.

The bid due date is extended to Wednesday June 14, 2023. All Proposals must be received prior to 2:00 p.m.

Michael Guerrero
Sr. Procurement Analyst
Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature: Mark C. Diblin

Printed Name: Mark Diblin

Title: VP - Florida District Manager

Company: WSP USA Environment & Infrastructure Inc.

As one of the world's leading professional service firms, WSP brings clarity and vision to complex challenges by working with and advising governments and private-sector clients on key aspects of earth sciences and environmental sustainability. With the recent acquisitions of the Environment & Infrastructure business (E&I) of John Wood plc. and Golder, we have built the largest environmental practice in the world. Our over 23,000 environmental professionals provide specialized services to clients in some of the most highly regulated industries, including mining, oil and gas, energy, industrial, property and buildings, water and transportation. They advise on matters ranging from clean air, water and land, to biodiversity, green energy solutions, climate change and Environmental, Social and Governance ("ESG") issues. From design, permitting, planning and operations, to decommissioning and asset remediation, our environmental professionals are ready to support you through the entire lifecycle of your projects.

5015 South Florida Avenue
Suite 301
Lakeland, FL 33813

wsp.com

Polk County
Geotechnical Services and Construction Material Testing and Inspection
RFP No. 23-328
WSP LABOR RATE SCHEDULE

Job Classification	Proposed 2024 Labor Rates*
Principal	$285.00
Senior Associate	$265.00
Associate	$225.00
Senior II	$185.00
Senior I	$165.00
Engineer III	$140.00
Engineer II	$120.00
Engineer I	$105.00
Senior CAD Designer	$112.00
CAD Designer	$95.00
Administrator	$70.00
Project Coordinator	$105.00
Technician 6	$125.00
Technician 5	$110.00
Technician 4	$95.00
Technician 3	$85.00
Technician 2	$75.00
Technician 1	$65.00

Note: *Labor Rates will escalate three percent annually.

Polk County
Geotechnical Services and Construction Material Testing and Inspection
RFP No. 23-328
UNIT RATE FEE SCHEDULE

ITEM	UNIT OF MEASURE	FY 2024 RATES
100-Aggregate Acid Insol Retained 200 Sieve FM 5-510	Test	$ 95.00
101-Aggregate Carbonates & Organic Matter FM 5-514	Test	$ 315.50
102-Aggregate Org. Impurities S& for Concrete AASHTO T21	Test	$ 52.00
103-Aggregate Shell Content of Coarse Aggregate FM 5-555	Test	$ 114.00
104-Aggregate Sieve Anlsys of Fine & Coarse AASHTO T27	Test	$ 81.00
105-Aggregate Soundness AASHTO T104	Test	$ 361.00
106-Aggregate Specific Gravity/Absorption Coarse AASHTO T85	Test	$ 94.50
107-Aggregate Total Moisture Content by Drying AASHTO T255	Test	$ 45.00
108-Aggregatge Unit Mass & Voids AASHTO T-19	Test	$ 63.00
200-Asphalt Bulk Specific Gravity FM 1-T166	Test	$ 79.00
201-Asphalt Content FM 5-563	Test	$ 158.00
203-Asphalt Gradation & Content FM 1-T030 & FM 5-563	Test	$ 250.00
204-Asphalt Gradation FM 1-T030	Test	$ 100.00
205-Asphalt Gyratory Compaction 3 Specimens AASHTO T312	Test	$ 110.00
206-Asphalt Los Angeles (LA) Abrasion Coarse Agg FM 3-C535	Test	$ 390.00
207-Asphalt Los Angeles (LA) Abrasion Small Agg FM 1-T096	Test	$ 375.00
208-Asphalt Max Specific Gravity FM 1-T209	Test	$ 220.00
209-Asphalt Pavement Coring – 4in dia with Base Depth Check	Each	$ 230.00
210-Asphalt Pvmt. Coring – 4in dia without Base Depth Check	Each	$ 185.00
211-Asphalt Pavement Coring – 6in dia with Base Depth Check	Each	$ 240.00
212-Asphalt Pvmnt Coring – 6in dia without Base Depth Check	Each	$ 205.00
213-Asphalt Structural Panel (See Long Description)	Test	$ 540.00
300-Concrete Beam Flexural Testing ASTM C78	Test	$ 55.00
301-Concrete Compressive Strength of Grout\Mortar ASTM C109	Test	$ 31.00
302-Concrete Cylinder Curing, Capping & Breaking ASTM C39	Test	$ 37.00
303-Concrete Drilled Cores & Sawed Beams ASTM C42	Test	$ 52.00
304-Concrete Masonry Unit Sampling & Testing ASTM C140	Test	$ 140.00
305-Concrete Pavement Coring - 4in Dia	Each	$ 186.00
306-Concrete Pavement Coring - 6in Dia	Each	$ 227.00
401-Geo Auger Borings-H& & Truck/Mud Bug	LF	$ 12.00
402-Geo Auger Borings - Track	LF	$ 15.50
405-Geo Barge	Day	TBN
408-Geo Concrete Pad & Cover for Monitoring Wells	Each	$ 400.00
415-Geo Double Ring Infiltration ASTM D3385	Each	$ 600.00
418-Geo Drill Crew Support Vehicle	Day	$ 240.00
422-Geo Extra SPT Samples-Barge/Track/Amphib 0-50 Ft	Each	$ 85.00
423-Geo Extra SPT Samples-Barge/Track/Amphib 50-100 Ft	Each	$ 92.00
424-Geo Extra SPT Samples-Barge/Track/Amphib 100-150 Ft	Each	$ 102.00
425-Geo Extra SPT Samples-Barge/Track/Amphib 150-200 Ft	Each	$ 114.00
426-Geo Extra SPT Samples-Barge/Track/Amphib 200-250 Ft	Each	$ 127.00
427-Geo Extra SPT Samples-Truck/Mud Bug 0-50 Ft	Each	$ 72.50
428-Geo Extra SPT Samples-Truck/Mud Bug 50-100 Ft	Each	$ 80.00

Polk County
Geotechnical Services and Construction Material Testing and Inspection
RFP No. 23-328
UNIT RATE FEE SCHEDULE

ITEM	UNIT OF MEASURE	FY 2024 RATES
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	$ 90.00
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	$ 102.50
431-Geo Extra SPT Samples-Truck/Mud Bug 200-250 Ft	Each	$ 115.00
432-Geo Field Perm 0-10 Ft Open-End Borehole Method	Each	$ 400.00
433-Geo Field Perm 10-25Ft Open-End Borehole Method	Each	$ 525.00
434-Geo Ground Penetrating Radar (GPR)	Hour	TBN
435-Geo Grout Boreholes- Barge/Track/Amphib 0-50 Ft	LF	$ 9.50
436-Geo Grout Boreholes- Barge/Track/Amphib 50-100 Ft	LF	$ 11.00
437-Geo Grout Boreholes- Barge/Track/Amphib 100-150 Ft	LF	$ 15.50
438-Geo Grout Boreholes- Barge/Track/Amphib 150-200 Ft	LF	$ 20.00
439-Geo Grout Boreholes- Barge/Track/Amphib 200-250 Ft	LF	$ 24.50
440-Geo Grout Boreholes- Truck/Mud Bug 0-50 Ft	LF	$ 6.50
441-Geo Grout Boreholes- Truck/Mud Bug 50-100 Ft	LF	$ 8.00
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	$ 11.50
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	$ 15.50
444-Geo Grout Boreholes- Truck/Mud Bug 200-250 Ft	LF	$ 17.00
445-Geo Grouted Monitor Well 2in 0-50 Ft	LF	$ 38.00
446-Geo H& Auger with DCP (0-50 ft) ASTM D1452	LF	$ 24.00
447-Geo H& Auger with SCP (0-50 ft) ASTM D1453	LF	$ 21.00
449-Geo Noise Monitoring	Hour	TBN
450-Geo Piezometer 2in 0-50 Ft	LF	$ 46.50
452-Geo Rock Coring Brg/Track/Amph 0-50 Ft 4in ID & over	LF	$ 67.00
453-GeoRocCoring Brg/Track/Amp 0-50 Ft les than 4in ID	LF	$ 61.00
454-GeoRocCoring Brg/Track/Amph 50-100 Ft 4in ID & over	LF	$ 77.00
455-GeoRocCoring Brg/Track/Amp 50-100Ft les than 4in ID	LF	$ 73.00
456-GeoRocCoring Brg/Track/Amph 100-150 Ft 4in ID & over	LF	$ 98.00
457-GeoRocCoring Brg/Track/Amp 100-150Ft les than 4in ID	LF	$ 85.00
458-GeoRocCoring Brg/Track/Amph 150-200 Ft 4in ID & over	LF	$ 112.50
459-GeoRocCoring Brg/Track/Amp 150-200Ft les than 4in ID	LF	$ 100.50
460-GeoRocCoring Brg/Track/Amph 200-250 Ft 4in ID & over	LF	$ 130.50
461-GeoRocCoring Brg/Track/Amp 200-250Ft les than 4in ID	LF	$ 110.00
462-Geo Rock Coring Truck/Mud Bug 0-50 Ft 4in ID & over	LF	$ 60.00
463-GeoRocCoring Truck/MudBug 0-50 Ft less than 4in ID	LF	$ 45.50
464-Geo Rock Coring Truck/Mud Bug 50-100 Ft 4in ID over	LF	$ 64.00
465-GeoRocCoring Truck/MudBug 50-100 Ft les than 4in ID	LF	$ 55.00
466-GeoRocCoring Truck/MudBug 100-150 Ft 4in ID & over	LF	$ 75.00
467-GeoRocCoring Truck/MudBug 100-150 Ft les than 4in ID	LF	$ 62.00
468-GeoRocCoring Truck/MudBug 150-200 Ft 4in ID & over	LF	$ 88.00
469-GeoRocCoring Truck/MudBug 150-200 Ft les than 4in ID	LF	$ 72.00
470-GeoRocCoring Truck/MudBug 200-250 Ft 4in ID & over	LF	$ 106.00
471-GeoRocCoring Truck/MudBug 200-250 Ft les than 4in ID	LF	$ 82.00
472-Geo Saximeter Testing	Hour	$ 165.00
473-Geo SPT Barge/Track/Amphib 0-50 Ft	LF	$ 23.00
474-Geo SPT Barge/Track/Amphib 50-100 Ft	LF	$ 29.00
475-Geo SPT Barge/Track/Amphib 100-150 Ft	LF	$ 47.50
476-Geo SPT Barge/Track/Amphib 150-200 Ft	LF	$ 65.00
477-Geo SPT Barge/Track/Amphib 200-250 Ft	LF	$ 73.50
478-Geo SPT Truck/Mud Bug 0-50 Ft	LF	$ 16.00
479-Geo SPT Truck/Mud Bug 50-100 Ft	LF	$ 19.00

Polk County
Geotechnical Services and Construction Material Testing and Inspection
RFP No. 23-328
UNIT RATE FEE SCHEDULE

ITEM	UNIT OF MEASURE	FY 2024 RATES
480-Geo SPT Truck/Mud Bug 100-150 Ft	LF	$ 30.00
481-Geo SPT Truck/Mud Bug 150-200 Ft	LF	$ 40.50
482-Geo SPT Truck/Mud Bug 200-250 Ft	LF	$ 45.50
483-Geo Temp Casing 3in Barge/Track/Amphib 0-50 Ft	LF	$ 15.00
484-Geo Temp Casing 3in Barge/Track/Amphib 50-100 Ft	LF	$ 18.00
485-Geo Temp Casing 3in Barge/Track/Amphib 100-150 Ft	LF	$ 21.00
486-Geo Temp Casing 3in Barge/Track/Amphib 150-200 Ft	LF	$ 26.00
487-Geo Temp Casing 3in Barge/Track/Amphib 200-250 Ft	LF	$ 32.00
488-Geo Temp Casing 3in Truck/Mud Bug 0-50 Ft	LF	$ 10.50
489-Geo Temp Casing 3in Truck/Mud Bug 50-100 Ft	LF	$ 13.50
490-Geo Temp Casing 3in Truck/Mud Bug 100-150 Ft	LF	$ 17.00
491-Geo Temp Casing 3in Truck/Mud Bug 150-200 Ft	LF	$ 20.50
492-Geo Temp Casing 3in Truck/Mud Bug 200-250 Ft	LF	$ 22.00
493-Geo Temp Casing 4in Barge/Track/Amphib 0-50 Ft	LF	$ 18.00
494-Geo Temp Casing 4in Barge/Track/Amphib 50-100 Ft	LF	$ 20.00
495-Geo Temp Casing 4in Barge/Track/Amphib 100-150 Ft	LF	$ 22.00
496-Geo Temp Casing 4in Barge/Track/Amphib 150-200 Ft	LF	$ 25.00
497-Geo Temp Casing 4in Barge/Track/Amphib 200-250 Ft	LF	$ 30.00
498-Geo Temp Casing 4in Truck/Mud Bug 0-50 Ft	LF	$ 121.00
499-Geo Temp Casing 4in Truck/Mud Bug 50-100 Ft	LF	$ 15.00
500-Geo Temp Casing 4in Truck/Mud Bug 100-150 Ft	LF	$ 17.00
501-Geo Temp Casing 4in Truck/Mud Bug 150-200 Ft	LF	$ 19.00
502-Geo Temp Casing 4in Truck/Mud Bug 200-250 Ft	LF	$ 23.00
503-Geo Temp Casing 6in Barge/Track/Amphib 150-200 Ft	LF	$ 39.00
504-Geo Temp Casing 6in Barge/Track/Amphib 200-250 Ft	LF	$ 46.00
505-Geo Temp Casing 6in Barge/Track/Amphib 0-50 Ft	LF	$ 21.00
506-Geo Temp Casing 6in Barge/Track/Amphib 50-100 Ft	LF	$ 25.00
507-Geo Temp Casing 6in Barge/Track/Amphib 100-150 Ft	LF	$ 32.00
508-Geo Temp Casing 6in Truck/Mud Bug 0-50 Ft	LF	$ 17.00
509-Geo Temp Casing 6in Truck/Mud Bug 50-100 Ft	LF	$ 19.00
510-Geo Temp Casing 6in Truck/Mud Bug 100-150 Ft	LF	$ 21.00
511-Geo Temp Casing 6in Truck/Mud Bug 150-200 Ft	LF	$ 25.00
512-Geo Temp Casing 6in Truck/Mud Bug 200-250 Ft	LF	$ 29.00
514-Geo Truck/Mud Bug Mobil (30 miles straightline distance)	Each	$ 630.00
515-Geo Undisturbed Samples Barge/Track/Amphib 0-50 Ft	Each	$ 225.00
516-Geo Undisturbed Samples Barge/Track/Amphib 50-100Ft	Each	$ 249.00
517-Geo Undisturbed Samples Brg/Track/Amph 100-150 Ft	Each	$ 300.00
518-Geo Undisturbed Samples Brg/Track/Amph 150-200 Ft	Each	$ 355.00
519-Geo Undisturbed Samples Truck/Mud Bug 0-50 Ft	Each	$ 195.00
520-Geo Undisturbed Samples Truck/Mud Bug 50-100 Ft	Each	$ 205.00
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	$ 225.00
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	$ 255.00
523-Geo Vibration and Noise Monitoring (10 hr day max)	Day	TBN
524-Goe Vibration Monitoring (10 hr day max)	Day	TBN
525-Geo Well Development	Hour	$ 185.00
531-Geo Truck/Mudbug Drill Rig and Crew (2-person)	Hour	$ 240.00
532-Geo Truck/Mudbug Drill Rig and Crew (3-person)	Hour	$ 300.00
533-Geo Track/Barge Drill Rig and Crew (2-person)	Hour	$ 275.00
534-Geo Track/Barge Drill Rig and Crew (3-person)	Hour	$ 355.00

Polk County
Geotechnical Services and Construction Material Testing and Inspection
RFP No. 23-328
UNIT RATE FEE SCHEDULE

ITEM	UNIT OF MEASURE	FY 2024 RATES
539-Geo Wash Boring, 0-50 Ft	LF	$ 12.00
540-Geo Wash Boring, 50-100 Ft	LF	$ 14.00
541-Geo Wash Boring, 100-150 Ft	LF	$ 19.00
542-Geo Wash Boring, 150-200 Ft	LF	$ 22.00
543-Geo Wash Boring, 200-250 Ft	LF	$ 24.00
600-Mobilization - Crosshole Sonic Logging (CSL) Equipment	Each	TBN
602-Mobilization - Vibration Monitoring Equipment	Each	$ 280.00
603-Mobilization Asphalt Coring Equipment	Each	$ 400.00
606-Mobilization Concrete Coring	Each	$ 400.00
607-Mobilization Cone Penetrometer Test Rig	Each	$ 950.00
608-Mobilization Drill Rig Amphibious	Each	TBN
609-Mobilization Drill Rig Barge Mount	Each	TBN
610-Mobilization Drill Rig Track Mount	Each	$ 3,000.00
611-Mobilization Drill Rig Trailer Mount	Each	$ 660.00
612-Mobilization Drill Rig Truck Mount	Each	$ 600.00
614-Mobilization Mudbug/All Terrain Vehicle	Each	TBN
618-Mobilization Support Boat	Each	TBN
619-Mobilization Tri-Pod	Each	$ 1,500.00
621-Mob Barge Large w/ Crane (permit required)	Each	TBN
622-Mob Barge Small w/ Crane (permit not required)	Each	TBN
700-MOT Arrow Board	Each	TBN
701-MOT Attenuator Truck	Hour	TBN
702-MOT Channelizing Devices - Type I, II, VP, Drum (each)	Each	TBN
703-MOT Light Tower	Each	TBN
704-MOT Portable Changeable Message Sign (PCMS)	Each	TBN
705-MOT Portable Lighting	Each	TBN
706-MOT Portable Sign	Each	TBN
707-MOT Post Mounted Sign	Each	TBN
708-MOT Provide Channelizing Devices - Cone	Each	TBN
709-MOT Radar Speed Display Unit (RDSU)	Each	TBN
710-MOT Shadow Vhcle w/ Adv. Warning Arrow & Attenuator	Hour	TBN
711-MOT Shadow Vhcle w/ Advanced Warning Arrow Board (AWA)	Hour	TBN
712-MOT Support Vehicle	Hour	TBN
800-Soils Chloride Soil or Water FM 5-552	Test	$ 100.00
801-Soils Consol-Addtl Incrmnts AASHTO T216 (13 to 24 Loads)	Each	$ 630.00
802-Soils Consol-Addtl Incrmnts AASHTO T216 (up to 12 Loads)	Each	$ 189.00
804-Soils Consol-Extend Load Incrmnts AASHTO T216	Day	$ 189.00
805-Soils Corrosion Series FM 5-550 through 5-553	Test	$ 230.00
806-Soils Direct Shear Consolid Drained/ Point FM 3-D3080	Test	$ 355.00
807-Soils Field Vane Shear Test ASTM D2573	Test	$ 325.00
808-Soils Flexible Wall Permeability ASTM D5084	Test	$ 495.00
809-Soils Hydrometer Only AASHTO T88	Test	$ 140.00
810-Soils Limerock Bearing Ratio (LBR) FM 5-515	Test	$ 387.00
811-Soils Liquid Limit AASHTO T89	Test	$ 62.00
812-Soils Materials Finer than 200 Sieve FM 1-T011	Test	$ 52.00
813-Soils Maximum Density ASTM D4254	Test	$ 380.00
814-Soils Miniature Vane Shear Test ASTM D4648	Test	$ 24.00

Polk County
Geotechnical Services and Construction Material Testing and Inspection
RFP No. 23-328
UNIT RATE FEE SCHEDULE

ITEM	UNIT OF MEASURE	FY 2024 RATES
815-Soils Minimum Density ASTM D4253	Test	$ 380.00
817-Soils Moisture Content Laboratory AASHTO T265	Test	$ 20.00
818-Soils Moisture Content Microwave AASHTO D4643	Test	$ 20.00
819-Soils Organic Content Ignition FM 1 T-267	Test	$ 48.00
820-Soils Organic Content Wet Combustion AASHTO T194	Test	$ 65.00
821-Soils Particle Size Anlys AASHTO T88 (Incl. Hydrometer)	Test	$ 190.00
822-Soils Particle Size Anlys AASHTO T88 (No Hydrometer)	Test	$ 74.00
823-Soils Permeability Constant Head AASHTO T215	Test	$ 350.00
824-Soils Permeability Falling Head FM 5-513	Test	$ 340.00
825-Soils pH Soil or Water FM 5-550	Test	$ 47.00
826-Soils Plastic Limit & Plasticity Index AASHTO T90	Test	$ 62.00
827-Soils Proctor Modified FM 1-T180	Test	$ 135.00
828-Soils Proctor Standard AASHTO T99	Test	$ 135.00
829-Soils Resistivity Soil or Water FM 5-551	Test	$ 58.00
830-Soils Shrinkage Factor AASHTO T92	Test	$ 103.00
831-Soils Specific Gravity AASHTO T100	Test	$ 83.00
832-Soils Split Tensile Strgth of Rock Cores ASTM D3967	Test	$ 150.00
833-Soils Sulfate Soil or Water FM 5-553	Test	$ 67.00
834-Soils Swell Potential ASTM D4546	Test	$ 225.00
835-Soils Triaxl Consl-Drain (CD) Per Point\Cell ASTM D7181	Test	$ 541.00
836-Soils Tri Cnsl-Undrn (CU) Pt\Cell AASHTO T297/ASTM D4767	Test	$ 515.00
837-Soil Tri Uncsl-Undrn (UU) Pt\Cell AASHTO T296/ASTM D2850	Test	$ 375.00
838-Soils Unconfined Compression - Rock ASTM D7012, Method C	Test	$ 155.00
839-Soils Unconfined Compress - Soil AASHTO T208/ASTM D2166	Test	$ 181.00

Fran McAskill
Director
Procurement Division

330 West Church Street
P.O. Box 9005, Drawer AS05
Bartow, Florida 33831-9005
Phone: (863) 534-6757
Fax: (863) 534-6789
www.polk-county.net

EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

1. Reproduction Cost

A. Regular Copying	Single Side	Double Sided
8 ½ x 11 (black & white)	$ 0.15/page	$ 0.25/sheet
8 ½ x 11 (color)	$ 0.30/page	$ 0.40/sheet
8 ½ x 14 (black & white)	$ 0.15/page	$ 0.25/sheet
8 ½ x 14 (color)	$ 0.30/page	$..0.40/sheet
11 x 17 (black & white)	$ 0.25/page	$ 0.35/sheet
11 x 17 (color)	$ 0.40/page	$ 0.50/sheet
9 ½ x 24 Single Side Only	$ 1.00/page	
17 x 22 Single Side Only	$ 2.00/page	
18 x 24 Single Side Only	$ 2.00/page	
24 x 36 Single Side Only	$ 3.00/page	
30 x 30 Single Side Only	$ 5.00/page	
32 x 34 Single Side Only	$ 5.00/page	
Other sizes-per square inch	$ 0.03/page	
Compact Digital Disk	$ 6.00/disk	
B. Blueprint Copy		$10.00/page

2. Subcontractor Services — Actual Costs
3. Special Consultants — Actual costs
4. Computer Services — Non-reimbursable
5. Travel Expenses — In accordance with Chapter 112.061, F.S.; and further defined in the Polk County Employee Handbook.
6. Postage, Fed Express, UPS — Actual Costs
7. Pre-approved Equipment (includes purchase and rental of equipment used in project) — Actual Costs

Agenda Item R.54. 11/7/2023

SUBJECT

Approve modification to Subgrant Agreement between the Division of Emergency Management (FDEM) and Polk County for the Eloise Loop Road Drainage Improvement Project (Time extension only).

DESCRIPTION

On January 6, 2021, the Board executed Contract No. H0341 with the State of Florida, Division of Emergency Management to co-fund design services (Phase 1) for the Eloise Loop Road Drainage Improvement Project.

The Roads & Drainage Division has submitted the Phase 1 design deliverables as outlined in Contract No. H0341. The submitted documents are currently being reviewed for further funding consideration (Phase 2) by the Federal Emergency Management Agency (FEMA). The FEMA review period has extended past the expiration date for Contract No. H0341.

FDEM is requesting to extend Contract No. H0341 to December 31, 2023.

RECOMMENDATION

Request the Board authorize the Chairman to execute modification to Subgrant Agreement between FDEM and Polk County for the Eloise Loop Road Drainage Improvement Project.

FISCAL IMPACT

Time extension only.

CONTACT INFORMATION

Conner Updike, P.E.

Drainage Engineer

Roads & Drainage Division

(863) 535-2200

Jay M. Jarvis, P.E.

Roads & Drainage Division Director

(863) 535-2200

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	Polk County
PROJECT #:	4337-249-R
PROJECT TITLE:	Polk County BOCC, Eloise Loop Road, Drainage Improvements
CONTRACT #:	H0341
MODIFICATION #:	1

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)
Conner Updike Drainage Engineer 3000 Sheffield Road Winter Haven Florida 33880

Enclosed is your copy of the proposed contract/modification between **Polk County** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☐	This form is required to be included with all Reviews, Approvals, and Submittals
☐	Reviewed and Approved
☐	Signed & Dated Electronic Copy by Official Representative
☐	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☐	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☐	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☐	Attachment L – Contracts with Non-Profit Organizations - completed, signed, and dated
☐	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 328-3642 or email me at zoe.papernick@em.myflorida.com.

Contract Number: H0341

Project Number: 4337-249-R

MODIFICATION TO SUBGRANT AGREEMENT BETWEEN THE DIVISION OF EMERGENCY MANAGEMENT AND POLK COUNTY

This Modification Number One made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and Polk County ("the Sub-Recipient") to modify Contract Number H0341, dated, January 6, 2021 ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of $79,344.75, in Federal Funds; and

WHEREAS, the Division and the Sub-Recipient intend to modify the Agreement; and

WHEREAS, the Agreement expired on January 31, 2022; and

WHEREAS, the Division and the Sub-Recipient intend to reinstate and extend the terms of the Agreement and to amend the name of the Sub-Recipient in the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is hereby reinstated and extended as though it had never expired.

2. Paragraph 8 of the Agreement is hereby amended to read as follows:
   (8) PERIOD OF AGREEMENT
   This Agreement shall begin January 6, 2021 and shall end December 31, 2023, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement.

3. The name of the Sub-Recipient in the Agreement is hereby amended from Polk County, a political subdivision of the State of Florida to Polk County.

4. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 1st Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.

5. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.

6. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

7. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: POLK COUNTY

By: _____

Name and Title: George Lindsey, III Chairman

Date: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

Attachment A

(1st Revision)

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to improve the drainage of Eloise Loop Road in Winter Haven, Polk County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-249-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, Polk County, shall conduct Phase I of this project, which includes the preliminary engineering designs and calculations, surveys, permitting, and notices. No construction activities are approved at this time. The Sub-Recipient shall complete the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes drainage improvements to Eloise Loop Road, specifically between North Rifle Road (CR 655) and West Lake Eloise Drive, in Winter Haven, Florida, 33884. Coordinates (27.976065, -81.724012).

The scope of work is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed scope of work shall provide protection by constructing a new storm drain system and outfall ditch to relieve potential flooding. The proposed storm drain would extend from the low point along Eloise Loop Road approximately 500 feet northwest, then cross under Eloise Loop Road and discharge to a proposed swale that would drain southwest to Rifle Range Road. This project is proposed in order to reduce the frequency of flood impacts to Eloise Loop Road and agricultural properties in the area.

The project shall be constructed to provide protection against a 50-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the Phase I scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations.

   All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all areas in a neat and presentable condition.

   The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

   The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed. The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of

procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed “Debarment, Suspension, Ineligibility, Voluntary Exclusion Form” for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the Phase I portion of this project in accordance with the Hazard Mitigation Grant Program application and supporting documentation as submitted to the Division and subsequently approved by the Division and FEMA. The Division and FEMA shall render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

   Phase I consists of fees; for conducting survey, drainage study, engineering, design, public notices, and/or permitting associated with the modification(s) needed to upgrade the drainage. Verification of upstream and downstream impacts shall be necessary for determining project eligibility.

   All Phase I work shall be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

   Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all scope of work changes, if any.

   a) Two sets of engineering Signed/Sealed final design and analysis, surveying, and Hydrologic and Hydraulic (H&H) Studies.

   b) Construction Plans / bid documents.

   c) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project.

   d) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.

   e) Color maps including topographical, aerial, and ground disturbance.

   f) Color photographs of the project area and areas of ground disturbance.

   g) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be required. Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.

   h) Copy of the United States Army Corps of Engineers (USACE) or FDEP Section 404 permit or No Permit Required notification from the appropriate permitting agency.

   i) Any other documentation requested by the Division, not limited to Project Conditions and Requirements herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

   The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient’s project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and

has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Direct Expenses: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual Phase I costs related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's Request for Reimbursement shall include the final Phase I project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of Phase I activities, which include engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval, and to implement measures to improve the drainage of Eloise Loop Road, located in Winter Haven, Florida 33884.

The project shall be constructed to provide protection against a 50-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit signed and sealed Engineering plans that clearly show the engineer's estimate of the pre and post-mitigation effects of the proposed project and the relationship of the damages to be mitigated (commensurate with the level of funding requested). The H&H study shall contain at least 3 scenarios, where one represents the level of protection; under each scenario, the Sub-Recipient must identify the losses before and after mitigation (structural, content, displacement, road closure duration, or any other needed to show the improvements after the mitigation project is implemented). This includes, but is not limited to, the existing and proposed hydrology and hydraulics for the level of event being mitigated.
2) Demonstrate mitigation effectiveness, in part, by showing the physical location(s) and elevation(s) of the infrastructure/structures that are being damaged and FEMA Special Flood Hazard Areas on the same plan.
3) Submit a refined cost estimate, to include final Phase I Fees and Phase II Construction Materials and Labor.

D) Environmental:

1) Any change to the approved scope of work shall require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
2) Acceptance of federal funding requires the Sub-Recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
3) Meet all required Environmental laws and policies, and all necessary Environmental compliance documents shall be obtained as applicable.
    a) Consultation with the United States Army Corps of Engineers (USACE) or the Florida Department of Environmental Protection (FDEP) is required. A Section 404 permit or No Permit Required notification from the permitting agency shall be submitted.
    b) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be submitted. Any conditions for compliance shall be included in the final design plans, narrative, and project implementation actions.
4) National Historical Preservation Act compliance documents shall be obtained. Review documentation required:
    a) Color maps including topographical and aerial with the project location clearly marked.
    b) Color photographs of any area with ground disturbance (electronic).
    c) Indicate if project site is located within a designated historic district or historic neighborhood.
    d) Color ground disturbance maps showing the full extent of the project footprint and depth of ground disturbance. Geographic latitude/longitude (decimal degree format) of the proposed construction areas and staging areas. The total impacted area should also be indicated on the map.
    e) Previous and current use of proposed project area.
    f) Any known site work or historic uses for the proposed location.
    g) Any available studies that may have taken place on the property.
5) Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.
6) No construction work may begin until Phase II is approved by the Division and FEMA.

E) Programmatic:

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) A Public Notice shall be published to notify interested parties of the proposed activity. Notices shall be published in a manner that anyone that may be affected or interested in this project has access to the posting, using the Division template, as applicable.

5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

7) Phase I – Design of this project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA before Phase II – Construction is considered.

8) When Phase I is completed, the Sub-Recipient must provide 100% completed designs, calculations, a full set of signed and sealed plans and, permits for a Phase II review. A final BCA using developed technical data and study results will take place. The data inputs to the final BCA for Phase II approval, must be based on the inputs and outputs of a hazard related study such as erosion, Hydraulic & Hydrologic study, damage calculations, road closures, etc. No assumptions or historical damage will be acceptable for final BCA of Phase II approval. No construction activities for this project have been approved.

9) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

This is FEMA project number **4337-249-R.** It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on August 28, 2019; with a Pre-Award date of March 12, 2018; this Agreement was executed on January 6, 2021; and the Period of Performance for this project shall end on **December 31, 2023**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;

2) Disallow 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 Sub-Recipient's program;

4) Withhold further awards for the program; or

5) Take other remedies that may be legally available.

Schedule of Work

Phase I –

State Contracting:	3	Months
Bidding / Local Procurement:	12	Months
Design Specifications:	15	Months
Permitting / Survey:	11	Months
Deliverables Submitted to FDEM:	11	Months
Total Period of Performance:	**52**	**Months**

BUDGET

Line Item Budget*

Phase I	**Project Cost**	**Federal Cost**	**Non-Federal Cost**
Materials:	$0.00	$0.00	$0.00
Labor:	$0.00	$0.00	$0.00
Fees:	$81,652.00	$61,239.00	$20,413.00
**Pre-Award:	$24,141.00	$18,105.75	$6,035.25
Initial Agreement Amount:	**$105,793.00**	**$79,344.75**	**$26,448.25**
***Contingency Funds:	$0.00	$0.00	$0.00
Project Total:	**$105,793.00**	**$79,344.75**	**$26,448.25**

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

This project has a Pre-Award, approved by FEMA in the amount of $24,141.00 project costs with a start date of **March 12, 2018.

******* This project has an estimated $0.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM) and FEMA. The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00

Funding Summary Totals

Federal Share:	$79,344.75	(75.00%)
Non-Federal Share:	$26,448.25	(25.00%)
Total Project Cost:	**$105,793.00**	**(100.00%)**

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Jared Moskowitz
Director

January 4, 2021

Lawrence Conner Updike, Jr.
Professional Engineer
Polk County BOCC
3000 Sheffield Road
Winter Haven, Florida 33880

Re: Project Number: 4337-0249-R, Polk County, Eloise Loop Drainage Improvement

Dear Lawrence Conner Updike, Jr.:

Enclosed is the executed Hazard Mitigation Grant Program (HMGP) contract number H0341 between Polk County and the Division of Emergency Management.

Please email all Requests for Reimbursement (Attachment D) to the project manager at Angela.Collins@em.myflorida.com. The Project Manager for this contract is:

Angela Collins, Project Manager
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Angela Collins at (850) 815-4553.

Respectfully,

Miles E. Anderson

Digitally signed by Miles E. Anderson
DN: cn=Miles E. Anderson, o=DEM, ou=Mitigation, email=Miles.anderson@em.myflorida.com, c=US
Date: 2021.01.06 09:36:25 -05'00'

Miles E. Anderson
Bureau Chief, Mitigation
State Hazard Mitigation Officer

Enclosure

Agreement Number: H0341

Project Number: 4337-0249-R

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	Polk County, a political subdivision of the State of Florida
Sub-Recipient's unique entity identifier:	59-6000809
Federal Award Identification Number (FAIN):	FEMA-DR-4337-FL
Federal Award Date:	August 28, 2019
Subaward Period of Performance Start and End Date:	Upon execution through January 31, 2022
Amount of Federal Funds Obligated by this Agreement:	$79,344.75
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$79,344.75
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$79,344.75
Federal award project description (see FFATA):	Drainage Improvement
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Angela.Collins@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **Polk County, a political subdivision of the State of Florida** , (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Angela Collins, FCCM
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
Telephone: 850-815-4543
Email: Angela.Collins@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Lawrence Conner Updike, Jr.
Professional Engineer
Polk County
3000 Sheffield Road
Winter Haven, Florida 33880
Telephone: 863-535-2200 ext. 2323
Email: ConnerUpdike@polk-county.net

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on **January 31, 2022**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$79,344.75**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*see* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job,

such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of

interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient 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.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. 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.

vi. 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).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become

public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable

provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited

to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior

to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. **In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

m. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or 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 been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, 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.

ii. 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 Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

> During the performance of this contract, the contractor agrees as follows:
>
> i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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.

ii. 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, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. 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.

v. 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.

vi. 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.

vii. In the event of the contractor'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 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 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.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

> i. 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.
>
> ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA 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.
>
> iii. 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.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

> Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. 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).

ii. 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.

iii. This certification is a material representation of fact relied upon by the Division. 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 Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. 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.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

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. 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.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. 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; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: Polk County, a political subdivision of the State of Florida

By: _____

Name and title: W.C Braswell Chairman

Date: 10.6.2020 Item #62

FID# _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: Miles E. Anderson

Digitally signed by Miles E. Anderson
DN: cn=Miles E. Anderson, o=DEM, ou=Mitigation, email=Miles.anderson@em.myflorida.com, c=US
Date: 2021.01.06 09:37:04 -05'00'

Name and Title: Jared Moskowitz, Director

Date: 01/06/2021

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: Federal Emergency Management Agency: Hazard Mitigation Grant
Catalog of Federal Domestic Assistance title and number: 97.039
Award amount: **$ 79,344.75**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 CFR Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Localized Minor Drainage Improvement
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work (SOW) is to improve drainage on Eloise Loop Road in Winter Haven, Polk County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-0249-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, Polk County BOCC, shall conduct Phase I of this project, which includes the preliminary engineering designs and calculations, surveys, permitting, and notices. No construction activities are approved at this time. The Sub-Recipient shall complete the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to improve the drainage of the Eloise Loop Road in Winter Haven, Florida, 33884. Coordinates (27.976065, -81.724012).

The scope is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed Scope of Work (SOW) shall include the construction of a new storm drain system and outfall ditch to relieve potential flooding. The proposed storm drain would extend from the low point along Eloise Loop Road approximately 500 feet northwest, then cross under Eloise Loop Road and discharge to a proposed swale that would drain southwest to Rifle Range Road. This project proposes to reduce the frequency of flood impacts to Eloise Loop Road and agricultural properties in the area.

The project shall be designed to provide protection against a 50-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the Phase I scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations.

   All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all areas in a neat and presentable condition.

   The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed. The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the Phase I portion of this project in accordance with the Hazard Mitigation Grant Program application and supporting documentation as submitted to the Division and subsequently approved by the Division and FEMA. The Division and FEMA shall render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

   Phase I consists of fees; for conducting survey, drainage study, engineering, design, public notices, and/or permitting associated with the modification(s) needed to upgrade the drainage. Verification of upstream and downstream impacts shall be necessary for determining project eligibility.

   All Phase I work shall be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

   Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all scope of work changes, if any.

   a) Two sets of engineering Signed/Sealed final design and analysis, surveying, and Hydrologic and Hydraulic (H&H) Studies.

   b) Construction Plans and bid documents.

   c) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project.

   d) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.

   e) Color maps including topographical, aerial, and ground disturbance.

   f) Color photographs of the project area and areas of ground disturbance.

   g) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be required. Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.

   h) Copy of the United States Army Corps of Engineers (USACE) permit or No Permit Required notification.

   i) Any other documentation requested by the Division, not limited to Project Conditions and Requirements herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete

prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Direct Expenses: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual Phase I costs related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's Request for Reimbursement shall include the final Phase I project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of Phase I activities, which include engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval, and to implement measures to improve the drainage of the Eloise Loop Road, located in Winter Haven, Florida, 33884.

The designed project shall provide protection against a 50-year storm event.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit signed and sealed Engineering plans that clearly show the engineer's estimate of the pre and post-mitigation effects of the proposed project and the relationship of the damages to be mitigated (commensurate with the level of funding requested). The H&H study shall contain at least 3 scenarios, where one represents the level of protection; under each scenario, the Sub-Recipient must identify the losses before and after mitigation (structural, content, displacement, road closure duration, or any other needed to show the improvements after the mitigation project is implemented). This includes, but is not limited to, the existing and proposed hydrology and hydraulics for the level of event being mitigated.
2) Demonstrate mitigation effectiveness, in part, by showing the physical location(s) and elevation(s) of the infrastructure/structures that are being damaged and FEMA Special Flood Hazard Areas on the same plan.
3) Submit a refined cost estimate, to include final Phase I Fees and Phase II Construction Materials and Labor.

D) Environmental:

1) Any change to the approved scope of work shall require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
2) Acceptance of federal funding requires the Sub-Recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
3) Meet all required Environmental laws and policies, and all necessary Environmental compliance documents shall be obtained as applicable.
    a) United States Army Corps of Engineers (USACE): Consultation with the USACE is required. A permit or No Permit Required shall be submitted.
    b) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be submitted. Any conditions for compliance shall be included in the final design plans, narrative, and project implementation actions.
4) Historical Preservation compliance documents shall be obtained. Review documentation required:
    a) Color maps including topographical and aerial with the project location clearly marked.
    b) Color photographs of any area with ground disturbance (electronic).
    c) Indicate if project site is located within a designated historic district or historic neighborhood.
5) Tribal Consultation shall be required for proposed ground disturbing activities. The following documents shall be required and submitted as part of deliverables:

a) Color ground disturbance maps showing the full extent of the project footprint and depth of ground disturbance. Geographic latitude/longitude (decimal degree format) of the proposed construction areas and staging areas.

b) Previous and current use of proposed project area.

c) Any known site work or historic uses for the proposed location.

d) Any available studies that may have taken place on the property.

6) Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.

7) No construction work may begin until Phase II is approved by the Division and FEMA.

E) Programmatic:

1) Any change in the scope of work ***must*** be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Phase I – Design of this project is approved with the condition that the enclosed list of deliverables shall be submitted, thirty (30) days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA before Phase II – Construction is considered.

5) A Public Notice shall be published to notify interested parties of the proposed activity. Notices shall be published in a manner that anyone that may be affected or interested in this project has access to the posting, using the Division template, as applicable.

6) Any extension of the Period of Performance shall be submitted to FEMA sixty (60) days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

7) A copy of the executed subcontract agreement must be forwarded to the Division within ten (10) days of execution.

8) When completed, the Sub-Recipient must provide 100% completed designs, calculations, complete signed and sealed plans and, permits for a Phase II review. A final BCA using developed technical data and study results will be necessary. No construction activities for this project have been approved.

9) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

This is FEMA project number **DR-4337-0249-R.** It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster DR-4337 (Hurricane Irma).

FEMA awarded this project on August 28, 2019; with a Pre-Award date of March 12, 2018; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **January 31, 2022.**

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2) Disallow 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 Sub-Recipient's program;
4) Withhold further awards for the program; or
5) Take other remedies that may be legally available.

Schedule of Work

Phase I –

State & Local Contracting:	4	Months
H & H Study:	4	Months
Engineering Design Specifications:	3	Months
Permitting / Survey:	3	Months
Deliverables Submitted for Phase II Review:	1	Month
Total Period of Performance:	**15**	**Months**

BUDGET

Line Item Budget*

	Project Cost	Federal Share	Non-Federal Share
Materials:	$0.00	$0.00	$0.00
Labor:	$0.00	$0.00	$0.00
Fees:	$81,652.00	$61,239.00	$20,413.00
Pre-Award:	$24,141.00	$18,105.75	$6,035.25
Initial Agreement Amount:	**$105,793.00**	**$79,344.75**	**$26,448.25**
***Contingency Funds:	$0.00	$0.00	$0.00
Project Total:	**$105,793.00**	**$79,344.75**	**$26,448.25**

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

*This project has a Pre-Award, approved by FEMA in the amount of $24,141.00 project costs with a start date of **March 12, 2018**.*

**** **This project has an estimated $0.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00

Funding Summary

Federal Share:	$79,344.75	(75%)
Non-Federal Share:	$26,448.25	(25%)
Total Project Cost:	**$105,793.00**	**(100.00%)**

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (44 CFR 13(c));

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty (60) days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes
(8) Section 216.181(6), Florida Statutes
(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes

(14) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
(23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that 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 Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is

used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will 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 pursuant to Section 112.313 and Section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all

reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;

(u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626

(v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;

(x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;

(y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;

(aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;

(cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;

(gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and

(hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.

(ii) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

DIVISION OF EMERGENCY MANAGEMENT

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: Polk County, a political subdivision of the State of Florida

REMIT ADDRESS: _____

CITY: Winter Haven STATE: Florida ZIP CODE: 33880

PROJECT TYPE: Drainage Improvement PROJECT #: 4337-0249-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0341

APPROVED BUDGET: _____ FEDERAL SHARE: _____ MATCH: _____

ADVANCED RECEIVED: _____ N/A ____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ To _____ Payment #: _____

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75%	Obligated Non-Federal 25%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME / TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL $ _____

ADMINISTRATIVE COST $ _____ GOVERNOR'S AUTHORIZED REPRESENTATIVE

APPROVED FOR PAYMENT $ _____ _____
DATE

SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MTIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: Polk County, a political subdivision of the State of Florida PAYMENT #:

PROJECT TYPE: Drainage Improvement PROJECT #: 4337-0249-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0341

	REF NO[2]	DATE[3]	DOCUMENTATION[4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
9					
This payment represents			***% completion of the project.***	***TOTAL***	

[2] *Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)*

[3] *Date of delivery of articles, completion of work or performance services. (per document)*

[4] *List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.*

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: Polk County, a political subdivision of the State of Florida

If you are requesting an advance, indicate same by checking the box below.

[ ] ADVANCE REQUESTED
Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20___-20___ Anticipated Expenditures for First Three Months of Contract
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment F

DIVISION OF EMERGENCY MANAGEMENT
HAZARD MITIGATION GRANT PROGRAM
QUARTERLY REPORT FORM

Instructions: *Complete and submit this form to the appropriate Project Manager within fifteen (15) days of each quarter's end date.*

SUB-RECIPIENT: Polk County, a political subdivision of the State of Florida **PROJECT #:** 4337-0249-R
PROJECT TYPE: Drainage **CONTRACT #:** H0341
PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:** _____

Advance Payment Information:
Advance Received ☐ N/A ☐ Amount: $_____ Advance Settled? Yes ☐ No ☐

Provide reimbursement **Projections** for this project (*projections may change*):
Jul-Sep 20__ $_____ **Oct-Dec 20**__ $_____ **Jan-Mar 20**__ $_____ **Apr-Jun 20**__ $_____

Target Dates:
Contract Initiation Date: _____ Contract Expiration Date: _____
Estimated Project Completion Date: _____

Project Proceeding on **Schedule**? ☐ Yes ☐ No *(If No, please describe under **Issues** below)*

Percentage of Work Completed (*may be confirmed by state inspectors*): _____%

Describe **Milestones** achieved during this quarter:

Provide a **Schedule** for the remainder of work to project completion: *(Milestones from Contract with estimated dates)*

Milestone	**Date**

Describe **Issues** or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Additional **Comments**/Elaboration:

NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your sub grant award.

Person Completing Form: Phone:

~ To be completed by Division staff ~

Date Reviewed: _____ *Reviewer:* _____
Actions:

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.326).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Subcontractor Covered Transactions

(1) The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

Polk County, a subdivision of the State of Florida
Sub-Recipient's Name

H0341
DEM Contract Number

4337-0249-R
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4337-0249-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 79,344.75

OBLIGATION/ACTION DATE: August 28, 2019

SUBAWARD DATE (if applicable): _____

DUNS#: 078315959

DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (http://fedgov.dnb.com/webform). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: Polk County Florida, a Political Subdivision of the State of Florida

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: 330 W. Church Street

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY Bartow STATE FL ZIP CODE+4** 33830 - 9005

PARENT COMPANY DUNS# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to improve the drainage of the Eloise Loop Road in Winter Haven, Florida, 33884. Coordinates (27.976065, -81.724012).

The scope is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed Scope of Work (SOW) shall include the construction of a new storm drain system and outfall ditch to relieve potential flooding. The proposed storm drain would extend from the low point along Eloise Loop Road approximately 500 feet northwest, then cross under Eloise Loop Road and discharge to a proposed swale that would drain southwest to Rifle Range Road. This project proposes to reduce the frequency of flood impacts to Eloise Loop Road and agricultural properties in the area.

The project shall be designed to provide protection against a 50-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?
   Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) 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)) Section 6104 of the Internal Revenue Code of 1986?
   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: Connor Updike, P.E. Drainage Engineer

DATE: 11/16/20

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The Division provides the following list of sample provisions that may be required:

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, 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 (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). 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. 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. 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 (29 CFR 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 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 Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. 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 must 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 non-Federal award.

(K) See §200.322 Procurement of recovered materials.

APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHES)

A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

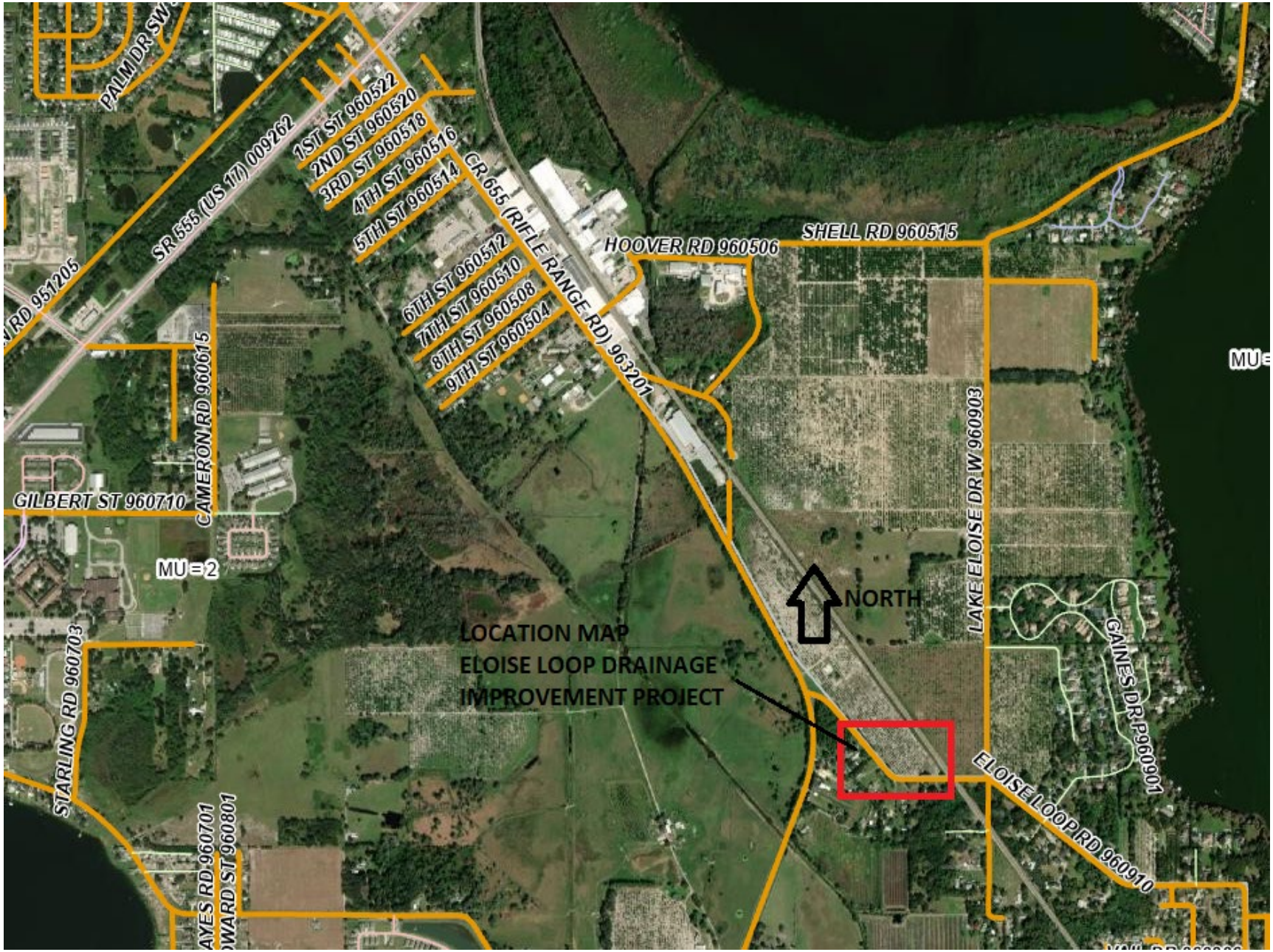
d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section: indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

2. Criteria for Distribution

a. *Base period.* A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to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1ST ST 960522
2ND ST 960520
3RD ST 960518
4TH ST 960516
5TH ST 960514
6TH ST 960512
7TH ST 960510
8TH ST 960508
9TH ST 960504
CR 655 (RIFLE RANGE RD) 963201
HOOVER RD 960506
SHELL RD 960515
RD 951205
CAMERON RD 960615
GILBERT ST 960710
MU=2
MU=
LAKE ELOISE DR W 960903
NORTH
LOCATION MAP
ELOISE LOOP DRAINAGE
IMPROVEMENT PROJECT
CAINES DR P960901
ELOISE LOOP RD 960910
STARLING RD 960703
AYES RD 960701
OWARD ST 960801

REQUEST FOR LEGAL SERVICES

TO: COUNTY ATTORNEY'S OFFICE (AT01)

ATTENTION: (CHECK ONE) Elizabeth Voss
Sandi Howard

FROM: Conner Updike, PE 535-2323
(Name and Phone Number)

DATE: 10/9/23

RETURN TO: Conner Updike, PE

DIVISION: Roads & Drainage (TR01)

BOARD AGENDA DATE: November 7, 2023

COUNTY MANAGER ITEM: ☐

PROJECT: Eloise Loop Road Drainage Improvement Project

CSA/CONTRACT NUMBER: H0341

MODIFICATION NUMBER: 1

CHANGE ORDER NUMBER:

TYPE OF AGREEMENT: Hazard Mitigation Grant

NAME OF CONSULTANT/CONTRACTOR: FDEM (Florida Department of Emergency Management)

Please indicate any time limits and attach all necessary documentation.

REQUEST IN DETAIL: Please review modification

Please review attachments for the Board Agenda date indicated and return APPROVED documents at your earliest conveninence. THANK YOU.

For CAO Use Only:

County Attorney

Assigned Staff: ~~Sandi~~ Elizabeth

Log-In Date: OCT 16 2023

CAO Project Number: 2023-153

Log-Out Date: 10-17-23

Polk County

Board of County Commissioners

Agenda Item R.55. 11/7/2023

SUBJECT

Approve Services Authorization 2023-021-01 with the University of Central Florida for the Central Regional Utility Service Area - Central Regional Water Treatment Facility Process Monitoring and Performance Assessment project ($162,900 lump sum expense).

DESCRIPTION

Research Agreement 2023-021 with the University of Central Florida (UCF) was approved on April 18, 2023. The County owns and operates the 4.0 million gallons per day (MGD) Central Regional Water Treatment Facility, which was placed on-line in November 2019, in the County's Central Regional Utility Service Area. The Central Regional Water Treatment Facility is the primary source of supply in this region. The County has requested that UCF perform an evaluation of treatment processes to determine effectiveness of the ozonation process on water quality, assess condition of the activated carbon bed, and evaluate the finished water quality entering the distribution system. The County has requested that UCF provide these sampling, evaluation, analysis, and reporting services.

RECOMMENDATION

Request approval of Services Authorization 2023-021-01 with the University of Central Florida for the Central Florida for the Central Regional Utility Service Area - Central Regional Water Treatment Facility Process Monitoring and Performance Assessment project at a lump sum cost of $162,900.

FISCAL IMPACT

Funding is available in the Water Plant Operations/Treatment Budget.

CONTACT INFORMATION

Steve Whidden
Water Treatment Manager
(863) 298-4195
stevewhidden@polk-county.net <mailto:stevewhidden@polk-county.net>

SUBJECT

Approve Services Authorization 2023-021-01 with the University of Central Florida for the Central Regional Utility Service Area – Central Regional Water Treatment Facility Process Monitoring and Performance Assessment project ($162,900 lump sum expense).

DESCRIPTION

Research Agreement 2023-021 with the University of Central Florida (UCF) was approved on April 18, 2023. The County owns and operates the 4.0 million gallons per day (MGD) Central Regional Water Treatment Facility, which was placed on-line in November 2019, in the County's Central Regional Utility Service Area. The Central Regional Water Treatment Facility is the primary source of supply in this region. The County has requested that UCF perform an evaluation of treatment processes to determine effectiveness of the ozonation process on water quality, assess condition of the activated carbon bed, and evaluate the finished water quality entering the distribution system. The County has requested that UCF provide these sampling, evaluation, analysis, and reporting services.

RECOMMENDATION

Request approval of Services Authorization 2023-021-01 with the University of Central Florida for the Central Florida for the Central Regional Utility Service Area – Central Regional Water Treatment Facility Process Monitoring and Performance Assessment project at a lump sum cost of $162,900.

FISCAL IMPACT

Funding is available in the Water Plant Operations/Treatment Budget.

CONTACT INFORMATION

Steve Whidden
Water Treatment Manager
(863) 298-4195
stevewhidden@polk-county.net

Project Checklist

- Project Name: Services Authorization 2023-021-01 with the University of Central Florida for the Central Regional Utility Service Area – Central Regional Water Treatment Facility Process Monitoring and Performance Assessment
- Project Location: Central Regional Utility Service Area
- Source of Funds: Funding is available in 42011.660536012.5331010 (Water Plant Operations/Treatment)
- Project Cost Summary: Lump Sum Cost of $162,900
- Certifications: This request has been reviewed by:

Steve Whidden
Water Treatment Manager

Jason Jennings
Operations Manager

Charles Richards, CPA
Customer Service/Finance Manager

Tamara Richardson, P.E.
Utilities Division Director

Services Authorization No. 2023-021-01

for

Research Agreement dated April 18, 2023

All of the terms and conditions of the Research Agreement between the parties dated April 18, 2023 are hereby incorporated by reference.

Project Name	Central Regional Utility Service Area – Central Water Treatment Facility Process Monitoring and Performance Assessment
Scope of Services	See attached Exhibit "A"
Duration (in days)	Approximately 600 days or 20 months; This authorization shall be in full force and effect until all services identified in Exhibit "A" are complete.
Compensation (Fixed Price/Lump Sum)	$162,900
Special Contract Conditions (if any)	N/A
Budget Source/Availability	42011. 660536012.5331010 (Water Plant Operations/Treatment)

IN WITNESS WHEREOF, the parties hereto have executed this authorization on this __ day of _____, 2023.

ATTEST: Stacy M. Butterfield

By:_____
Deputy Clerk

Review as to form and legal sufficiency

County Attorney's Office ~~Date~~

POLK COUNTY, a political subdivision of the State of Florida

By:_____
Chairman, Board of County Commissioners

Date signed:_____

ATTEST:

By: _____
Name: Amanda Renc
Its: Licensing Coordinator

UNIVERSITY OF CENTRAL FLORIDA,
by and on behalf of its Board of Trustees

By: _____
Name: JOEL KENNEDY
Its: Associate Director
Date Signed: 9/18/23

Exhibit A

Scope of Services
Work Authorization No. 23-021-01
Board of County Commissioners of Polk County

Central Regional Utility Service Area
Central Water Treatment Facility Process Monitoring and Performance Assessment

The University of Central Florida Board of Trustees (UCF), a public body corporate, organized under the State of Florida with an office located at 12201 Research Parkway, Suite 501, Orlando, Florida 32826 entered into a Research Agreement (AGREEMENT) with Polk County, Florida (COUNTY), a political subdivision of the State of Florida, on April 18, 2023. Pursuant to this AGREEMENT, the COUNTY has requested UCF's Department of Civil, Environmental and Construction Engineering (CECE) to perform ozone and granular activated carbon (GAC) process performance studies at the COUNTY's Central Water Treatment Facility (STUDY). The Central Water Treatment Facility (WTF) supplies the Central Region Utility Service Area (CRUSA) which is also comprised of other WTFs and interconnected systems that are not included in this STUDY.

MOTIVATION

The COUNTY owns and operates a 4 million gallons per day (MGD) Central WTF that treats groundwater through ozone addition followed by GAC treatment prior to chlorination to remove total sulfide and to meet disinfection by-products regulatory requirements. It should be noted that approximately twenty percent of the ozonated flow is by-passed around the GAC system to extend the bed useful life. The plant was first placed on-line in November 2019 (design engineer: Reiss Engineering Inc., 1016 Spring Villas Point, Winter Springs, FL 32708).

The COUNTY has requested that UCF CECE assist in an evaluation that includes the monitoring and assessment of the COUNTY's Central WTF treatment processes. The purpose of this research is to review the effectiveness of the ozone contact and destruct basin with respect to water quality, examine the condition of the activated carbon that comprises the GAC bed, assess if the beds are microbiologically active, and evaluate finished water quality and impact of blending bypass into the distribution system in terms of organic, inorganic, and microbial quality entering the water distribution system.

A. RESEARCH SCOPE

PHASE 100 – PROJECT MANAGEMENT COMPONENT

Task 101 – Project Management and Communication

Coordination of UCF research activities with the COUNTY will occur during the STUDY. Process-related data gathering activities will require COUNTY and UCF technical personnel to discuss schedule for planning purposes. This task consists of those needs required for project management for the STUDY to include scheduling and coordinating activities with the COUNTY and others (if required). UCF will communicate to COUNTY operations personnel UCF's data needs so that the appropriate means for gaining access to the appropriate sample location can be established; site-specific details regarding the differentiation between UCF-collected samples and COUNTY-collected samples will be clarified prior to any sampling activities being performed in support of STUDY.

UCF quality assurance and control methods will be implemented as the STUDY progresses. *Note: It is established herein that the COUNTY does not require a certification of the analysis for UCF's laboratories as this STUDY is applied research.*

Task 102 – Site Visits and Progress Conference Calls

This work authorization will allow UCF to perform site visits at the Central WTF for at least twelve (12) site visits. An initial effort will be for UCF to travel to the Central WTF to gain familiarity with each facility, its' process operation, and site-specific conditions for the STUDY (see Task 203 and Section E Responsibilities). In addition, a progress conference call will be held every other month to discuss project schedule and implementation needs.

PHASE 200 – RESEARCH COMPONENT

COUNTY will assist UCF in the collection of aqueous (process water streams) or solid (granular carbon media) process-related samples. UCF will provide the COUNTY with a 'script' (test plan) for the anticipated on-site sample activities, such as sample identification needs, sample bottle storage requirements and GAC sample frequency, as examples. Sample location access will vary depending on whether it is aqueous (e.g., raw supply; process stream; point-of-entry) or solid (activated carbon).

Task 201: Raw Water Supply Quarterly Sampling Events

General Water Quality. The COUNTY's Central WTF is supplied from three wells located on-site (Photo 1). These three groundwater wells will be sampled five times at quarterly intervals over the period of 17 months for the following water quality parameters: alkalinity, bromide, calcium, chlorine (residual), conductivity, iron, nitrate, oxidation reduction potential (ORP), pH, sulfate, sulfide (Total), SUVA-254, temperature, total organic carbon (as NPDOC), turbidity, and UV-254. At the time of each sampling event, process operation related information (flow, time, location) will be collected.

Photo 1. One of three Central WTF On-site Wells is shown in this photograph.

Adenosine Triphosphate. Adenosine triphosphate (ATP) will be evaluated at each of the well sites on a quarterly basis. The test will be used to monitor ATP levels in water as a quality indicator delineating the microbial activity of any sample. ATP contained within living cells and particulate matter (microbial ATP will be assessed. Dissolved ATP outside of living cells (non-microbial ATP), freely available in the water sample is not assessed. Total ATP is the sum of non-microbial, "free", ATP and microbial, bound with in a cell, or cellular, ATP. In this sampling goal, microbial ATP will be the focus. The kits used for the ATP filter the water and obtain microbial ATP directly, through a step of lysing the cells, whereas prior methods have used wands to collect both total and free ATP, where microbial ATP had to be calculated from the equation shown in Equation (1):

$$\textit{Total ATP} = \textit{Free ATP} + \textit{Microbial ATP, therefore, Microbial ATP} = \textit{Total ATP} - \textit{Free ATP} \quad (1)$$

Task 202: Process Evaluation

UCF will evaluate the Central WTF's ozone (oxidation system) and GAC (adsorption system) unit operations as described in this Task. Key water quality of interest for the ozone and GAC system may in part or whole include adenosine triphosphate (ATP), alkalinity, bromide, calcium, chlorine (residual), conductivity, iron, nitrate, oxidation reduction potential (ORP), pH, sulfate, sulfide (Total), SUVA-254, temperature, total organic carbon (as NPDOC), turbidity, and UV-254.

Ozone System. Pre-ozonation provides many benefits to the water treatment process, in particular dissolved organics removal (natural organic matter, NOM, and organic micropollutants). Ozone oxidation breaks down long chain molecules into short chained organics such as aldehydes, ketoacids, and carboxylic acids which are more easily biodegradable with the use of a downstream granular activated carbon (GAC). The ozone treatment process consists of an ozone generator, feed-gas supply, ozone contactor, and an ozone destruct system. Operation monitoring information (flow, time, location) is necessary for STUDY as well as monitored water quality (such as the water quality listed under task 202 (above paragraph) and in addition total trihalomethanes and haloacetic acids, if such data is available). ATP will be assessed at this unit operation to assist in assessment of the two ozone destruct chambers for quality changes. The ozone process will be evaluated in terms of water quality and process-control mass transfer and performance effectiveness. **Photo 2** presents a photograph of the ozone contact and destruct chamber.

Photo 2. The ozone contact and destruct chamber.

GAC System. The activated-carbon process will be evaluated relative to its process operation performance. This will include process-control water quality evaluations (mass transfer parameter time-series comparisons), water quality, microbiological activity, and other adsorption conditions. There are two sample types which will be collected in this GAC subtask: (a) water quality samples; (b) solid GAC samples directly from the bed to be evaluated by (i) physical and (ii) microbiological means.

The Model 12-40 Adsorption System is a unit consisting of one (1) vertical pressure vessel, containing 40,000 pounds of granular activated carbon (GAC); four of the Model 12-40 containers comprise the granular activated carbon process at the Central WTF; each of the four vessels are complete with underdrain and carbon transfer piping. **Figure 1** provides an overview of the GAC process flow stream.

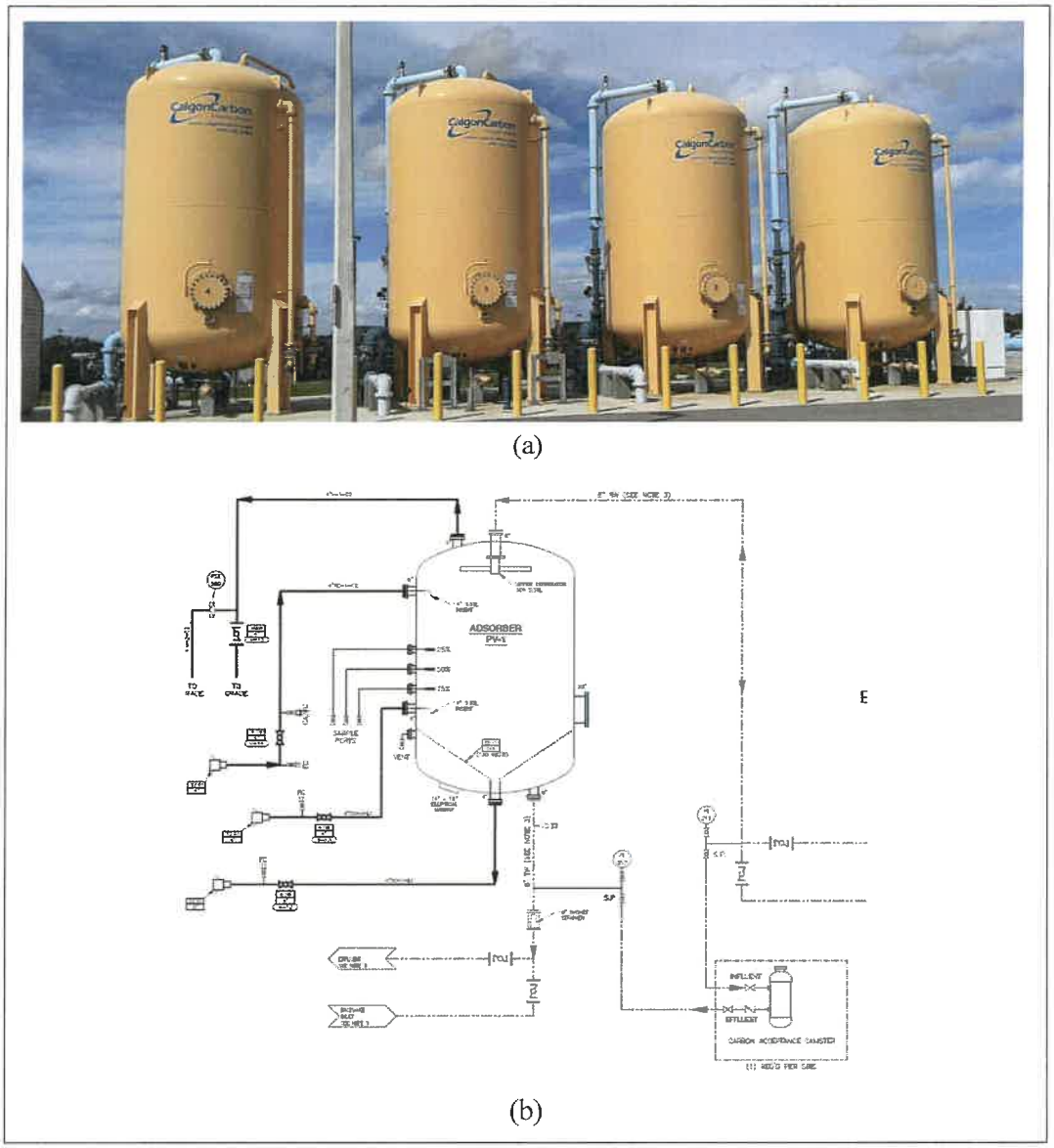

Figure 1. Central WTF Adsorber PV-1 GAC Vessels (a) Actual Installed; (b) Process Flow Diagram

a) **Water Quality and Solid GAC Sample Collection Events.** Water quality samples are to be collected from the 25%, 50% and 75% sample locations on each of the four GAC vessels. After each water quality sampling, the COUNTY will be required to remove the water sample tap covers at the 25%, 50% and 75% GAC vessel locations in order to obtain solid carbon media samples. It is planned to obtain the carbon solid samples necessary for the analysis in this component of the research via access to stainless-steel bed sampling locations, as depicted in **Figure 2**. After the water quality and solid samples are obtained by UCF, stainless-steel sample ports (once disinfected) will be reinserted/reinstalled back to the GAC vessels by the COUNTY. Parameters of critical interest are TOC, UV-254, sulfate, calcium and alkalinity. Other parameters will be assessed in the investigation as required.

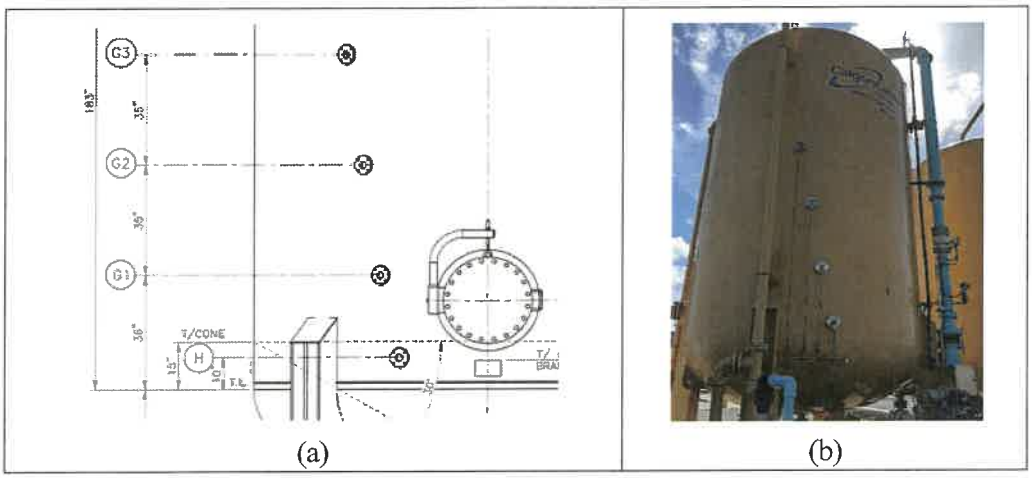

Figure 2. GAC Sample Port Detail (a) Schematic and (b) Vessel 1 Locations.

b) Solid Activated Carbon Analysis Collection Events

(i) ***Carbon integrity testing***. Approximately 100g of carbon will be collected at each of the bed depth sample ports; 25%, 50%, and 75% . This portion of the solid GAC samples will be submitted to the original manufacturer (Calgon Carbon Corporation, A Kuraray Company, 300 GSK Drive, Moon Township, PA 15108) to obtain abrasion resistance (particle integrity), particle size uniformity coefficient (effective size), ash content (inorganic quality), metals content (energy dispersive x-ray). An "Iodine" test for the carbon's surface oxide capacity will be performed (iodine number is a measure of the iodine adsorbed in the pores and, as such, is an indication of the pore volume available in the activated carbon of interest; typically, iodine numbers ranging from 600 to 1100).

(ii) ***Microbiological testing***. In treatment systems that are operated over longer periods of time, GAC surfaces can be colonized by microorganisms, which will eventually establish active biofilms, giving rise to the so-called biological activated carbon (BAC) process. While bacteria have a significant and recognized function in BAC filters, less is known about microbial community composition and dynamics in such filters. Approximately 50g of the carbon collected from the 25% and 75% bed depth sample ports will undergo microbial microbiome characterization to answer the question: which microorganisms are present? The microbial community structure will give important information about what biological and chemical reactions are occurring within filter beds. DNA will be extracted from GAC samples and sequenced on the Illumina-MiSeq platform and analyzed by the Qiime2 pipeline. Should the budget allow, a limited use of qPCR will be employed to target specific biomarkers to determine what specific enzymatic functions are occurring with the filter beds.

Task 203: Data Compilation and Analysis

UCF will compile the analytical results and data observations gained in the evaluation phase of the STUDY and perform data analysis on the collected information, considering existing COUNTY or other entity historical data and information in this Task. The analysis will focus on the following: sulfide removal effectiveness of ozone addition; the condition of the activated carbon that comprises the GAC beds and their microbiologically active status; and project a carbon replacement timeline based on water quality uptake and breakthrough information. Quality assurance and associated control charts will be developed for water quality parameters (where applicable). Precision and/or accuracy will be reported for specific parameters as needed.

PHASE 300 – REPORTING SERVICES

Task 301: Reporting Component

At the end of month 15 of the STUDY UCF will prepare an electronic version of a DRAFT REPORT and deliver to the COUNTY for their review. The COUNTY will provide to UCF one set of combined comments of COUNTY-compiled draft review comments on the DRAFT REPORT within 10 business days of receipt.

At the end of month 17 of the STUDY UCF will prepare and deliver to COUNTY a FINAL REPORT, considering COUNTY review comments of the DRAFT REPORT and report format quality requirements. A minimum of one hard copy and one electronic copy will be provided to the COUNTY at completion of the research.

Note: Additional reporting in the form "progress reports" every-other month; it is also possible that if accepted for a conference for presentation this may result in publication in Proceedings or peer-review literature (as a possibility).

B. SCHEDULE

The STUDY is anticipated to require approximately 20 months per the schedule shown in **Table 1**, Schedule by Month. UCF will proceed with the services identified herein immediately upon receipt of an executed copy of this Authorization and a formal Notice-to-Proceed from the County. This authorization shall be in full force and effect until the UCF completes all services as described herein and any subsequent modifications hereto.

Table 1. Schedule by Month

TASK	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Task 101. Project Management and Communication	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Task 102. Site Visits	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓			
Task 201: Raw Water Supply Quarterly Sampling Event	✓			✓			✓			✓			✓							
Task 202: Process Evaluation			✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				
Task 203: Data Compilation and Analysis				✓	✓			✓	✓		✓	✓		✓	✓		✓	✓		
Task 301: Reporting Component (progress updates)		✓		✓		✓		✓		✓		✓		✓		✓		✓		

C. DELIVERABLES

UCF will provide STUDY findings in a reasonable manner. **Table 2** presents an anticipated schedule of deliverable dates for the STUDY.

Table 2. Deliverables Schedule (Basis: 12 months)

DELIVERABLE ITEM	DUE DATE
a. Task 301. Initial Draft Report for Review by County	End Month 17
b. Task 301: Final Report	End Month 20
c. Task 301: Every Other Month Report	Every other Month (see Table 1 – 9 events)

D. COMPENSATION

The COUNTY will compensate UCF for the services based on a lump-sum fee paid in 20 equal monthly installments of $8,145 for the duration of the project period. The cost breakdown for the STUDY is presented in **Table 3**. The cost will not exceed **$162,900** without prior mutual agreement of UCF and the COUNTY.

Table 3. UCF Research Cost for STUDY

This research STUDY is a UCF Level 1 Project.

Task	Description (See Scope for Details)	Cost ($)
101	Project Management and Communication	$2,220
102	Site Visits and Progress Conference Calls	$6,500
201	Raw Water Supply Quarterly Sampling Events	$5,750
202	Process Evaluation	$135,430
203	Data Compilation and Analysis	$8,500
301	Reporting Components	$4,500
Total STUDY		**$162,900**

E. RESPONSIBILITIES

COUNTY will provide to UCF the following information and services.

- Process-related data gathering activities will require COUNTY and UCF technical personnel to discuss schedule for planning purposes. COUNTY will assist UCF in the collection of aqueous (process water streams) or solid (granular carbon) process-related samples.
- Copies of operations data related to the ozone and GAC process, specifically any reports or analysis by the ozone manufacturer or it's representative entities.
- COUNTY will coordinate activities related to UCF's research involvement to determine site visit times and locations; the COUNTY will provide official representation at meetings where UCF is on-site; meetings with UCF will not occur without the presence of the COUNTY project manager or official designee (operations staff) unless previously agreed.
- COUNTY will provide access to the COUNTY facilities and appurtenances associated with research efforts. The COUNTY will provide personnel to assist in support of the STUDY.

F. Quality Assurance and Quality Control

A quality assurance project plan (QAPP) documents the planning, implementation, and assessment procedures for a particular project, as well as any specific quality assurance and quality control activities. It integrates the technical and quality aspects of the project to provide a "blueprint" for obtaining the type and quality of environmental data and information needed for a specific decision or use. Adherence to the UCF laboratory QAPP will provide better assurance of the reliability and accuracy of the environmental data collected, evaluated, used, or reported during the course of the STUDY.

Sample collection and water quality analyses will be performed in accordance with *Standard Methods for the Examination of Water and Wastewater* and the Environmental Protection Agency's *Methods for Chemical Analysis of Water and Wastes* and *Methods and Guidance for the Analysis of Water*. Only approved protocols will be used during the sample collection and evaluation program. This includes use of parameter specific holding times, container types, sample volumes, and preservative requirements.
Many of the activities performed by UCF will rely upon historical information such as water quality data and reports, in the implementation of this Project. UCF will follow its QAPP for field and laboratory facilities. UCF has developed its plan and is based in part on the document, Guidance for Quality Assurance Project Plans (EPA, Office of Environmental Information, EPA/240/R-02/009, December 2002). The plan has been developed to briefly describe basic activities involved with the acquisition of project information whether generated from direct measurement (laboratory or field) activities, collected from other sources, or compiled from computerized databases (should they exist). Qualitative data and information will also be relied upon in the conduct of this study.

In order to meet the objectives of the study, the QAPP will be utilized for the collection and analysis of data. Regarding the analytical testing of water samples, the appropriate portions of USEPA's Handbook of Analytical Quality Control in Water and Wastewater Laboratories and APHA-AWWA-WEF's Standard Methods for the Examination of Water and Wastewater (SM) shall be employed. In addition, the QAPP developed specifically for the project will be based on the following fundamental principles:

- The achievement of quality is the responsibility of both the person performing the work and his or her supervisor assigned to the work. The degree of application of the QAPP criteria is dependent on the impact of activity (planning, bench and pilot testing, maintenance, operation, etc.) on the objectives of the program. This is accomplished through the prudent use of "graded" quality assurance. The amount and extent of review of quality affecting activities will be commensurate with the importance of the activity to meeting the stated objectives of the overall program.
- Testing activities shall be controlled through the use of test plans, the use and adherence to test protocols and record keeping using technical notebooks and files.

Records and Data Management. The ultimate success of this project depends on the adequacy of the quality of the environmental data collected. For purposes of this project, existing and new data will be managed. Several sets of collections logs will be maintained during the field sample collection phase of the research program to document quality processes have been adhered to during implementation. Data management tasks will be used to trace the path of the data from their generation in the field or laboratory to their final use and storage. Standard-of-care record keeping, document control and approaches used for data storage and retrieval on electronic media will be maintained during project implementation. The records, forms and data control methods of importance to the project include the following formats: Field Data Collection Records; Report of Analysis (from the laboratory); Operation Data Summary (taken at time of sampling); and, Instrument and Equipment Inspection, Maintenance and Calibration Logs.

Sample Collection. Sample collection and water quality analyses will be performed. Only approved protocols will be used during the sample collection and evaluation program. This includes use of parameter specific holding times, container types, sample volumes and preservative requirements. Sampling containers (including caps) that do not contain a preservative or dechlorinating agent will be rinsed with

the water being collected prior to sample collection. The containers and caps will not be rinsed otherwise. The caps will be carefully handled during container filling to avoid sample contamination. Sufficient sample volumes as per the laboratory SOP will be collected to allow multiple measurements from the sample bottle if the results obtained in the field do not meet quality control (QC) requirements. Samples containing volatile compounds (if any) will be filled to eliminate headspace using appropriate sample containers with caps and Teflon-lined septas. The samples will be transported on the same day of sampling. Samples will be analyzed within appropriate holding times as identified with this QAPP, and proper records will be established for each water sample. Samples to be collected without headspace (to avoid aeration or constituent volatilization) will be checked for air bubbles immediately after sealing the container with the cap and septa. If air bubbles are found, the sample will be opened, filled with additional sample, and repeated until no bubbles are present.

Table A1 provides a typical summary of analytical methods for use in the field. This equipment will be calibrated in the lab or field on the same day of use, checked immediately prior to use in the field and recalibrated if necessary. Calibration will be checked approximately once every 2-hours throughout the duration of testing. These checks include the use of standard solutions (such as pH buffers and potassium iodide for conductivity) and/or blanks. Care will be taken to calibrate instruments approximating the anticipated range of measurement. Equipment calibration activities will be recorded within a field logbook. **Table A2** provides a partial listing of preservation and holding times for water quality analysis, and **Table A3** highlights the typical laboratory water quality analysis that may be performed and is tabulated in terms of the equipment used, the methodology applied, method detection limit, accuracy, precision, and sampling information including volume, container type, preservative and hold time.

G. Additional Provisions

If the research tasks required are different from those items presented herein, or if the COUNTY desires additional research, the resultant changes in scope will serve as a basis for amending the research scope as agreed to by the COUNTY and UCF. Additionally, UCF shall be entitled to rely upon the accuracy of data and information collected and provided by the COUNTY and others without independent review or evaluation. UCF is not responsible for the means, methods, sequences, techniques, or procedures of the COUNTY. Administrative and contractual points of contact for the Specific Authorization presented herein are as stated in the section, "Notices of the Research Agreement" of the Master Agreement.

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APPENDIX A

Table A-1. Summary of Analytical Methods Anticipated for Use in the Field

Test	Method Reference Number (Standard Methods); Instrument	Range / Resolution	Calibration Procedures
Chlorine, total and free	DR 890 Portable Colorimeter – SM 4500-Cl F DPD Colorimetric Method	0 – 5 mg/L Cl_2 range; 0.01 mg/L Cl_2 resolution	Use known concentrations of sodium hypochlorite into chlorine demand-free Milli-Q water (6-point calibration curve from 0 to 4 mg/L)
Conductivity	LaMotte Con 5 Field Probe (with temperature compensation)	0 – 20 mS Range 1 µS resolution	None
Dissolved Oxygen and (Oxidation Reduction Potential)	YSI 550A Sensor	0 – 50 mg/L O_2 Range	Calibrated against manufacturer's internal method and frequent membrane inspection
Hydrogen Sulfide	LaMotte 4630 Drop Count Method	0.01 mg/L S resolution	Check with samples collected for laboratory analysis using zinc acetate preservation method.
pH	LaMotte pH 5 Series Field probe (with temperature compensation)	0 – 14 Range, 0.01 resolution	Commercial pH calibration buffers, pH 4, 7, 10. Calibrated prior to analyzing any batch of samples using 2-point calibration with standard buffers
Temperature	Mercury-filled Celsius Thermometer	0 – 100 °C; 0.1 °C resolution	Calibrated against NIST-certified thermometer
Turbidity	EPA 180.1 Nephelometric Turbidity	0.01-800 NTUs 0.01	Calibrated daily with 10 NTU and full curve annually and as needed.

SM = Standard Methods; N/A = Not Applicable

Table A-2: Preservation and holding times for water quality analysis

Parameter	Collection Amount/ Vessel	Preservative	Holding Time
Alkalinity	200 mL plastic or glass	Refrigerate 4 °C	14 days
Anions	100 mL plastic or glass	Refrigerate 4 °C	28 days
Cations	100 mL plastic	HNO_3 to pH < 2	6 months
pH	50 mL plastic or glass	N/A	Analyze Immediately
TOC	100 mL glass	Refrigerate 4 °C H_3PO_4 to pH < 2	7 days
UV_{254}, Color, Turbidity	100 mL plastic or glass	N/A	Analyze Immediately

APPENDIX A

Table A-3: UCF CECE Drinking Water Laboratory Water Quality Analysis Summary Table (Preliminary)

Test	Method Reference Number (Standard Method); Instrument	Method Reporting Level (MRL)	Method Detection Level goal (MDL)	Accuracy % Recovery	Precision % RPD	Hold time (HT)	Minimum Sample Vol. (SV)	Cont. Type (CT)[1]	Preservative
Adenosine Triphosphate (ATP)	Promega GloMax® Luminometer and sample Kit	RLUs	RLUs	N/A	<20	None	24 mL	Sterile, ATP Free	24-hrs. in Lysis Solution. Keep out of sun.
Alkalinity	SM: 2320 B. Titration Method Bromocresol green/ methyl red	5 mg/L as $CaCO_3$	5 mg/L as $CaCO_3$	N/A	<20	Preferably 24 hours 14 days max.	100 mL	Glass or Plastic (filled completely and capped)	Cool, 4°C
Barium	EPA 200.7 / SM: 3120 B. Inductively Coupled Plasma (ICP) Method/Inductively Coupled Plasma Spectrometer	0.01 mg/L	0.002 mg/L	80-120	<20	180 days	250 mL	Plastic or Glass	Cool, 4°C; Acidify with 2% concentrated HNO3 to pH < 2
Bromide	EPA 300.0 / SM: 4110 B. Ion Chromatography (IC) with Chemical Suppression of Eluent Conductivity	0.01 mg/L	0.01mg/l	80-120	< 20	28 days	125 mL	Plastic	Cool, 4°C
Calcium	EPA 200.7 / SM: 3120 B. Inductively Coupled Plasma (ICP) Method/Inductively Coupled Plasma Spectrometer	0.01 mg/L	0.01 mg/L	80-120	<20	180 days	250 mL	Plastic or Glass	Cool, 4°C; Acidify with 2% concentrated HNO3 to pH < 2
Calcium Hardness	SM: 2340 C.EDTA Titrimetric Method	5.0 mg/L as Ca CO_3	0.300 mg/L as Ca CO_3	80-120	<20	180 days	250 mL	Plastic or Glass	1-mL HNO3, pH < 2
Chlorine, total and free	4500-Cl G DPD Colorimetric Method; Pocket Colorimeter II	0.10 mg/L	0.034 mg/L	80-120	< 20	analyze upon collection	250 mL	Amber Glass	Analyze immediately Cool, 4oC (Analyzed on the day of collection)
Chloride	EPA 300.0 / SM: 4110 B. Ion Chromatography (IC) with Chemical Suppression of Eluent Conductivity	0.10 mg/L	0.004 mg/L	80-120	<20	28 days	500 mL	Plastic or Glass	Cool, 4°C
Color (True)	SM: 2120 C. Single Wavelength Method (254 nm)	1 cpu	1 cpu	N/A	N/A	24 hours	100 mL	Plastic or Glass	None

2248

Table A-3: UCF CECE Drinking Water Laboratory Water Quality Analysis Summary Table (Preliminary)

Test	Method Reference Number (Standard Method); Instrument	Method Reporting Level (MRL)	Method Detection Level goal (MDL)	Accuracy % Recovery	Precision % RPD	Hold time (HT)	Minimum Sample Vol. (SV)	Cont. Type (CT)[1]	Preservative
Conductivity	2510B. Laboratory Method; Fisher Scientific Traceable Conductivity, Resistivity and TDS Meter 2510B; HACH Conductivity Probe; Model 51975-03	N/A	N/A	N/A	<5	28 days	125 mL	Plastic or Glass	Cool, 4°C; Read at room temperature.
Fluoride	EPA 300.0 / SM: 4110 B. Ion Chromatography (IC) with Chemical Suppression of Eluent Conductivity	0.01 mg/L	0.002 mg/L	80-120	<20	28 days	500 mL	Plastic or Glass	Cool, 4°C
HAA5	SM: 5710 C. Simulated Distribution System Trihalomethanes	1-4 µg/L	3 µg/L	70-130	±30	14 days	1 L	Amber glass	Cool, 4°C
Hardness (Total)	SM: 2340 B. Hardness by Calculation	3.0 mg/L as $CaCO_3$	0.346 mg/L as $CaCO_3$	80-120	<20	180 days	250 mL	Plastic or Glass	Cool, 4°C; 1-mL HNO3, pH < 2
Iron (Total and Dissolved)	EPA 200.7 / SM: 3120 B. Inductively Coupled Plasma (ICP) Method/Inductively Coupled Plasma Spectrometer	0.005 mg/L	0.007 mg/L	80-120	<20	180 days	250 mL	Plastic or Glass	Cool, 4°C; Acidify with 2% concentrated HNO3 to pH < 2
Magnesium	EPA 200.7 / SM: 3120 B. Inductively Coupled Plasma (ICP) Method/Inductively Coupled Plasma Spectrometer	0.1 mg/L	0.03 mg/L	80-120	<20	180 days	250 mL	Plastic or Glass	Cool, 4°C; Acidify with 2% concentrated HNO3 to pH < 2
Nitrate	EPA 300.0 / SM: 4110 B. Ion Chromatography (IC) with Chemical Suppression of Eluent Conductivity	0.01 mg/L as N	0.027 mg/L as N	80-120	<20	48 hrs.	500 mL	Plastic or Glass	Cool, 4°C
pH	SM: 4500-HB. Electrometric Method / E150 HACH Platinum pH Electrode, Model 51910, HQ40d Portable pH,	0.01 units	0.01 units	N/A	±0.1 pH unit	0.25 hr.	125 mL	Plastic or Glass	Analyze immediately
Sodium	EPA 200.7 / SM: 3120 B. Inductively Coupled Plasma (ICP) Method/Inductively Coupled Plasma Spectrometer	0.03 mg/L	0.03 mg/L	80-120	<20	180 days	250 mL	Plastic or Glass	Cool, 4°C; Acidify with 2% concentrated HNO3 to pH < 2

2249

Table A-3: UCF CECE Drinking Water Laboratory Water Quality Analysis Summary Table (Preliminary)

Test	Method Reference Number (Standard Method); Instrument	Method Reporting Level (MRL)	Method Detection Level goal (MDL)	Accuracy % Recovery	Precision % RPD	Hold time (HT)	Minimum Sample Vol. (SV)	Cont. Type (CT)[1]	Preservative
Strontium	EPA 200.7 / SM: 3120 B. Inductively Coupled Plasma (ICP) Method/Inductively Coupled Plasma Spectrometer	0.005 mg/L	0.0005 mg/L	80-120	<20	180 days	250 mL	Plastic or Glass	Cool, 4°C; Acidify with 2% concentrated HNO3 to pH < 2
Sulfide (Total)	LaMotte 4630 Drop Count Method (DR900)	0.01 mg/L	0.01 mg/L	N/A	<20	None	250 mL	Plastic or Glass	Collect without Aeration, Analyze immediately
Sulfate	EPA 300.0 / SM: 4110 B. Ion Chromatography (IC) with Chemical Suppression of Eluent Conductivity	0.01 mg/L	0.01 mg/L	80-120	<20	28 days	500 mL	Plastic or Glass	Cool, 4°C
Temperature	SM: 2550 B. Laboratory Method/ HQ40d Portable pH, Conductivity and Temperature Probe	0.1 °C	0.01 °C	N/A	NIST approved	None	125 mL	Glass / Plastic	Analyze immediately
Total Dissolved Solids (TDS)	SM: 2520 B. Electrical Conductivity Method; Fisher Scientific Traceable Conductivity, Resistivity and TDS Meter / SM: 2540C	10 mg/L / 1 mg/L	7.661 mg/L / 4 mg/L	N/A	<10	7 days	125 mL	Plastic	Cool, 4°C
Total Organic Carbon (as NPDOC)	SM: 5310 C. Persulfate-Ultaviolet Oxidation Method/Tekmarr-Dohrmann Phoenix 8000: The UV-Persulfate TOC Analyzer	0.1 mg/L	0.01 mg/L	80-120	<10	Preferred 24-hrs; limit 7-days	100 mL	Plastic	Analyze immediately; Or add HCl, H_3PO_4 or H_2SO_4 to pH<2, Cool, 4°C
TTHMs	SM: 5710 C. Simulated Distribution System Trihalomethanes	0.5-4 µg/L	1-3 µg/L	80-120	±30	14 days	1 L	Amber glass	Cool, 4°C
Turbidity	SM: 2130 B. or EPA 180.1 Nephelometric Method	0.02 - 0.05 NTU	0.012 NTU	N/A	<10	48 hrs.	100 mL	Plastic/ Glass	For best results, analyze immediately without altering sample; If storage is required, cool to 4°C.
UV-254 UV- Absorbing Organic Constituents	SM: 5910 B. Ultraviolet Absorption Method	0.009 cm^{-1}	0.001 cm^{-1}	80-120	20 (0.5 mg/L DOC)	48 hr.	125 mL	Amber glass bottle, Cap-Teflon lined	For best results, analyze samples as soon as possible. If storage is required, cool to 4°C.

Agenda Item R.56. 11/7/2023

SUBJECT

Approve Consultant Services Authorization 18-067-03, Modification No. 1 with Wright-Pierce, Inc. to provide professional engineering services for the Upgrade Lift Station No. 253 (Providence) project. ($30,076 increase; revised not-to-exceed, one-time expense of $221,531 and time extension of 151 days)

DESCRIPTION

Consultant Services Authorization 18-067-03 was approved December 14, 2021 for the upgrade of Lift Station (LS) No. 253 which is located within the Providence development. Following the completion of the project's final design phase, the County requested additional revisions to the design to accommodate additional equipment, particularly a pad-mounted diesel-powered pump.

The modification was requested in response to changing regulatory concerns:

· Changes to Chapter 62-604.400, F.A.C., Design/Performance Considerations, added pumping equipment as an option for emergency pumping along with stand-by generators.

· Lift Station 253 is a master lift station located adjacent to homes and private property.

· Emergency pumping of regional lift stations is often inadequate for spill prevention.

· It is becoming common practice among utility providers to include back up pumps and stand by generators on large lift stations.

· The redesign of Lift Station 253 offered an opportunity to put "belt and suspenders" protection in place in a residential neighborhood.

· Frequent lightning strikes in the Northeast region threaten the reliability of stand-by generators.

Modification No. 1 (attached) accounts for the additional requested design services, additional construction progress meetings and the time extension necessary to complete the project.

RECOMMENDATION

Request Board approve Consultant Services Authorization 18-067-03, Modification No. 1 with Wright-Pierce, Inc. to provide professional engineering services for the Upgrade

Lift Station No. 253 (Providence) project. ($30,076 increase; revised not-to-exceed, one-time expense of $221,531 and time extension of 151 days)

FISCAL IMPACT

Funding is available in the Utilities five-year Community Investment Program budget.

CONTACT INFORMATION

James Tully
Capital Project Manager
(863) 298-4238
jamestully@polk-county.net

November 7, 2023 Board of County Commissioners Regular Meeting
Agenda Item #

SUBJECT

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RECOMMENDATION

Request Board approve Consultant Services Authorization 18-067-03, Modification No. 1 with Wright-Pierce, Inc. to provide professional engineering services for the Upgrade Lift Station No. 253 (Providence) project. ($30,076 increase; revised not-to-exceed, one-time expense of $221,531 and time extension of 151 days)

FISCAL IMPACT

Funding is available in the Utilities five-year Community Investment Program budget.

CONTACT INFORMATION

James Tully
Capital Project Manager
(863) 298-4238
jamestully@polk-county.net

Project Checklist

- Project Name: Consultant Services Authorization 18-067-03, Modification No. 1 with Wright-Pierce, Inc. for the Upgrade Lift Station No. 253 (Providence) Project
- Project Location: Northeast Regional Utility Service Area
- Source of Funds: Funding is available in 42433.680536150.5666000.6842060 – Upgrade Lift Station No. 253 (Providence)
- Project Cost Summary: $ 30,076 (Modification No. 1); $221,531 revised not to exceed cost
- Certifications: This request has been reviewed by:

James Tully, P.E.
CIP Project Manager

Mark Addison, P.E.
Utilities CIP Manager

Charles Richards, CPA
Customer Service/Finance Manager

Tamara Richardson, P.E.
Utilities Division Director

CONSULTANT APPROVAL FORM

CPO: If Consultant fee is under $50,000 & construction is under $250,000 (procedure)
CSA: If Construction is under $4,000,000;
OR for study activity if consultant fee is under $500,000- FS 287.055(CCNA))

CPO/CSA #:_____ (Assigned by Procurement)

To be completed by the requesting Division:

Date: 09/26/2023 Division:Utilities

Project Manager's Name:James Tully, PE, PG Phone #:863-298-4238 JT
Project Name:Upgrade Lift Station No. 253 - Providence

Total Project Budget: $1,732,244.60Project # 6842060.

Estimate of Construction Cost: $1,250,000

Proposed Consultant:Wright Pierce, Inc. Fee: $221,531 ($30,076 increase

Master Consultant Agreement # 18-067

Attach Scope of Services Proposed by the Consultant (Exhibit "A")

Approved By: Tamara Richards Date 9-29-23
Division Director/Designee

Procurement Division

Date Received: 10/4/23 Date Reviewed by Analyst:_____

Approved by: Michele Sims
(Procurement Director/Designee)

County Attorney's Office (Required for all CSA's)

Date Received:_____ Date Reviewed: 10/6/2023

Approved by:
(County Attorney Office Signature)

County Manager's Office (Required if consultant fee is greater than $100,000)

Date Received:_____ Date Reviewed: 2023/10.13

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)).

Consultant Services Authorization-Modification

Firm Name:	Wright-Pierce, Inc.
Master Agreement No.:	18-067
CSA No.:	18-067-03
CSA Modification No.:	01
Project Name:	Upgrade Lift Station No. 253 (Providence)
Project Description:	Final design, bidding, permitting, and construction phase services to upgrade Lift Station No. 253
Project Exhibit Attachment	Exhibit "A"- Modified Scope of Services
Original # of days to complete project	1,117
# of days increased by previous modification (if applicable)	NA
Additional # of days for this Modification	151
Revised total # of days to complete project	1,268
Original Compensation	$191,455
Net change by previous modifications	$0
Compensation increase/decrease this Modification	$30,076
Revised total compensation	221,531
Budget Source/Availability	42013.680536150.5666000.6842060

IN WITNESS WHEREOF, the parties hereto have executed this CSA Modification 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

_____

County Attorney's Office Date

Attest:

Chris Fulk 9/20/23

Corporate Secretary Date

WRIGHT-PIERCE, Inc.

CONSULTANT COMPANY NAME

Steven C. Hallowell

Authorized Corporate Officer

STEVEN C. HALLOWELL

[Printed Name and Title] Date

VICE PRESIDENT 9-19-2023

SEAL

7.27.20(MS)

Exhibit A
Consultant Services Authorization
18-067-03 Modification No. 1
Upgrade Lift Station No. 253 (Providence)

Wright-Pierce, Inc., (Consultant) entered into a Master Consulting Agreement (Agreement) with Polk County, Florida (County) on December 18, 2018. Pursuant to this Agreement, the County has requested that the Consultant provide certain professional services in support of the Upgrade Lift Station No. 253 (Providence) Project as further detailed in this Consultant Services Authorization.

A. Project Background and Description

The Upgrade Lift Station No. 253 (Providence) Project generally includes design and construction to replace the LS253 pumps, guide rails, piping, wet well lid, lift station slab, lift station fencing, electrical service, controls, and generator.

The Consultant completed the final design on March 17, 2021. Following completion of final design, the County requested revisions to the design to accommodate additional equipment, particularly a pad-mounted diesel-powered pump. These revisions were incorporated into the design during the construction phase of the project.

The Consultant Services Authorization was originally estimated to be complete in March 2022 and extended to September 29, 2023. The contract time for construction of this project is being extended to February 27, 2024. The contract time extension primarily is the result of significantly longer equipment lead times associated with the COVID-19 impacts on the manufacturing industry. This has resulted in additional required services. Consequently, this modification addresses the additional services which consist of additional project management, additional meetings, and additional site visits.

B. Scope of Services

Upon authorization to proceed from the County, the Consultant will provide the following identified services. The Consultant shall ensure that all design, bid, and construction documents produced by the Consultant or their subconsultants for the County will be consistent with the Polk County USSM, latest edition, and other County requirements. This authorization shall be in

full force and effect until the Consultant completes all services as described in the Consultant Services Authorization and any subsequent modifications hereto.

Phase 100 – Project Management

Task 101 – Project Management

This task consists of an additional twenty-one months of overall management of the Project including contract administration, budget management, invoicing, monthly status reports, scheduling, and coordination with the County and Consultant's subconsultants extending Projection Management service through the end of February 2024.

Task 102 –Meetings

No change.

Phase 200 – Support Services

No change.

Phase 300 – Preliminary Design

No change.

Phase 400 – Final Design Documents

No change.

Phase 500 – Permitting Services

No change.

Phase 600 – Bid Phase Services

No change.

Phase 700 – Construction Administration Services

These services will be performed during construction of the Project.

The construction duration was expected to complete August 19, 2023. The project construction has been extended, and the attached Modification No. 1 reflects the additional scope to be amended to the contract in addition to the originally proposed services.

Task 701 – Pre-Construction Meeting

No change.

Task 702 – Preliminary Matters and Contract Documents

No change.

Task 703 – Shop Drawing Review

No change.

Task 704 – Construction Progress Meetings

This tasks consists of attending an additional eleven (11) construction progress meetings.

Task 705 – Construction Site Visits

This tasks consists of conducting an additional four (4) site visits.

Task 706 – Applications for Payment

No change.

Task 707 – Requests for Information

No change.

Task 708 – Change Orders

No change.

Task 709 – Substantial Completion

No change.

Task 710 – Project Close-Out

No change.

C. Deliverables

No change.

D. Schedule

The projected schedule for the performance of services described herein is included as **Attachment A-1**. Delivery of the schedule may be in other electronic formats so long as they accurately portray the approved scope of services with sufficient detail subject to staff approval.

E. Compensation

This modification increases the compensation by a not-to-exceed cost of **$30,076.00**. Compensation for the services performed under this Consultant Services Authorization shall be on an hourly, not-to-exceed basis using the current hourly rate schedule as set forth in Master Consulting Agreement 18-067. Other direct costs or expenses incurred in connection with this Consultant Services Authorization will not be invoiced as these expenses have been accounted for in the rate multiplier associated with the Master Consulting Agreement referenced above. A summary of the estimated labor costs and reimbursable expenses is provided in **Attachment A-2** for reference only. Each invoice submittal shall include a tabular summary of the originally estimated labor costs by phase in accordance with **Attachment A-2**, fees invoiced to date, and the balance remaining per phase. The transfer of funds between defined phases is not permitted unless approved in advance in writing by the County Utilities Director. To request consideration for such a transfer, the Consultant must submit satisfactory written justification to transfer unused funds from phases with completed tasks or tasks clearly tracking under budget to phases with tasks requiring additional funding. In addition, the transfer of funds shall not exceed the total authorized fee for the Project.

The Consultant will minimally provide a consultant invoice summary with each invoice, based on a mutually agreed-upon breakdown of phases and tasks in **Attachment A-2** that reflect the effort and deliverables submitted to the County. The summary will depict the overall phases, associated budgets, amounts invoiced to date, and balance remaining. Invoices for compensation submitted by the Consultant will include the reviewed and approved consultant invoice summary, an updated Project schedule, applicable notarized affidavits, and the monthly status report.

Invoices for not-to-exceed projects shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional documentation may be requested by the County and, if so requested, shall be furnished by the Consultant to the County Auditor's satisfaction. In addition, all invoices shall be submitted with the Consultant Services Authorization number,

purchase order number, and the Polk County Utilities Project and Records Room numbers on the invoice.

The Consultant agrees that, in the event that design errors and / or omissions are discovered during construction, all services rendered by the Consultant to correct said design errors and / or omissions will be considered out-of-scope services and shall not be invoiced to the County.

F. County's Responsibilities

The County will provide the following information to the Consultant and / or perform the following services related to the Project:

- Provide access to the site for all site visits.

G. Assumptions

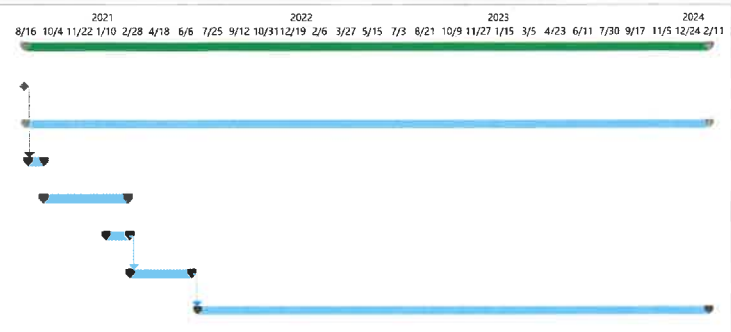
The Scope of Services and compensation arrangement outlined in this Consultant Services Authorization are based on the following assumptions:

- Construction is expected to be completed by February 2024.

The remainder of this page is intentionally left blank

ATTACHMENT A-1
CONSULTANT SERVICES AUTHORIZATION NO. 18-067-03 MODIFICATION NO. 1
BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY
UPGRADE LIFT STATION NO. 253

ID	Task Name	Duration	Start	Finish
0	**Upgrade Lift Station No. 253**	**907 days**	**Mon 9/7/20**	**Tue 2/27/24**
1	Receive NTP	0 days	Mon 9/7/20	Mon 9/7/20
2	**Phase 100 - Project Management**	**905 days**	**Wed 9/9/20**	**Tue 2/27/24**
9	**Phase 200 - Support Services**	21 days	Mon 9/14/20	Mon 10/12/20
10	**Phase 400 - Final Design**	**112 days**	**Tue 10/13/20**	**Wed 3/17/21**
24	**Phase 500 - Permitting**	31 days	Fri 2/5/21	Fri 3/19/21
25	**Phase 600 - Bidding Phase**	81 days	Mon 3/22/21	Mon 7/12/21
26	**Phase 600 - Construction**	678 days	Fri 7/23/21	Tue 2/27/24



Project: Upgrade Lift Station No. 253
Date: Tue 9/12/23

Project Summary | Phase/Task Summary | Subtask/Subtask Summary | Milestone

Polk County Utilities

Upgrade Lift Station No. 253 (Providence)

Consulting Fee Estimate

Phase and Task Descriptions	QA/QC Officer	Sen. Proj. Manger	Senior Engineer (I&C)	Senior Engineer (S)	Senior Engineer (E)	Project Engineer II (E)	Project Engineer I	CADD Designer	Admin. Asst.	Subtotal Labor Hours	Subtotal Labor Cost	Subconsultant(s)		Total Subconsultant Costs	Subtotal Fee
	$ 225.00	$ 212.00	$ 212.00	$ 206.00	$ 190.00	$ 126.00	$ 115.00	$ 100.00	$ 75.00			L&S Fee	Madrid Fee		
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours						
PHASE 100 PROJECT MANAGEMENT															
Task 101 - Project Management		61								61	$12,932			$0.00	$12,932.00
Task 102 – Meetings										0	$0			$0.00	$0.00
PHASE 100 - TOTAL	**0**	**61**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**61**	**$12,932.00**	**$0.00**	**$0.00**	**$0.00**	**$12,932.00**
PHASE 200 SUPPORT SERVICES															
Task 201 - Subsurface Utility Engineering										0	$0			$0.00	$0.00
Task 202 - Land Surveying Services										0	$0			$0.00	$0.00
Task 203 - Wetland Assessment / Delineation Serivces - NOT USED										0	$0			$0.00	$0.00
Task 204 - Threatened and Endangered Species - NOT USED										0	$0			$0.00	$0.00
Task 205 - Geotechnical Testing and Engineering										0	$0			$0.00	$0.00
PHASE 200 - TOTAL	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
PHASE 300 - PRELIMINARY DESIGN															
NOT INCLUDED IN THE SCOPE OF SERVICES										0	$0			$0.00	$0.00
										0	$0			$0.00	$0.00
										0	$0			$0.00	$0.00
PHASE 300 - TOTAL	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
PHASE 400 - FINAL DESIGN DOCUMENTS															
Task 401 - 60% Design Documents										0	$0			$0.00	$0.00
Taks 402 - 90 % Design Documents										0	$0			$0.00	$0.00
Task 403 - 100% Design Documents - NOT USED										0	$0			$0.00	$0.00
PHASE 400 - TOTAL	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
PHASE 500 - PERMITTING SERVICES															
Task 501 - FDEP Domestic Wastewater Permit										0	$0			$0.00	$0.00
Task 502 - Environmental Resource Permitting										0	$0			$0.00	$0.00
PHASE 500 - TOTAL	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
PHASE 600 - BID PHASE SERVICES															
Task 601 - Bid Documents										0	$0			$0.00	$0.00
Task 602 - Pre-bid Meeting										0	$0			$0.00	$0.00
Task 603 - Bid Addenda										0	$0			$0.00	$0.00
Task 604 - Bid Recommendation										0	$0			$0.00	$0.00
PHASE 600 - TOTAL	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
PHASE 700 - CONSTRUCTION ADMINISTRATION SERVICES															
Task 701 - Pre-Construction Meeting										0	$0			$0.00	$0.00
Task 702 - Preliminary Matters and Contract Documents										0	$0			$0.00	$0.00
Task 703 - Shop Drawing Review										0	$0			$0.00	$0.00
Task 704 - Construction Progress Meetings		22				17	55		33	127	$15,606			$0.00	$15,606.00
Task 705 - Construction Site Visits		4					6			10	$1,538			$0.00	$1,538.00
Task 706 - Application for Payment										0	$0			$0.00	$0.00
Task 707 - Requests for Information										0	$0			$0.00	$0.00
Task 708 - Change Orders										0	$0			$0.00	$0.00
Task 709 - Substantial Completion										0	$0			$0.00	$0.00
Task 710 - Project Closeout										0	$0			$0.00	$0.00
PHASE 700 - TOTAL	**0**	**26**	**0**	**0**	**0**	**17**	**61**	**0**	**33**	**137**	**$17,144**	**$0.00**	**$0.00**	**$0.00**	**$17,144.00**
Subtotal	0	87	0	0	0	17	61	0	33	198	$30,076.00	$0.00	$0.00	$0.00	$30,076.00
Contingency Funds															$0.00
TOTAL															$30,076.00

Exhibit B

WRIGHT-PIERCE
Engineering a Better Environment

122 East Main Street #238
Lakeland, FL 33801
Phone: 407.906.1776 | Fax: 407.667.4799
www.wright-pierce.com

September 21, 2018

Eric W. Phillips
Polk County Utilities
Utilities Analyst
1011 Jim Keene Blvd., SR540
Winter Haven, FL33880

Subject: RFP 18-539, Utilities Design Services & Regulatory Support Services

Dear Mr. Phillips,

As requested, the following is our information regarding overhead multipliers and personnel hourly rates for the Utilities Design Services & Regulatory Support Services Contract with the Polk County. These hourly billing rates for individual classifications will be used through the duration of the Contract, unless otherwise agreed upon by both parties.

The Wright-Pierce standard multiplier is 3.08, which includes overhead, benefits, and our target profit goal. We have reduced our standard company profit target for this project to comply with the with PCU's recommended multiplier. Additionally, per direction from PCU, the multiplier has been increased by 0.05 to include reimbursable direct costs such as travel mileage, copies, shipping, etc. The calculation below provides the basis of our multiplier rate.

	Wright-Pierce Standard
Base Rate	1.00
Overhead and Fringe Benefits	1.678
Subtotal	2.678
Profit	0.3123 (@12%)
Direct Costs/Reimbursables	0.05
Overall Total Multiplier	3.05

Raw and burdened (raw labor rate x 3.13 multiplier) hourly rates listed by labor classification are shown in Table 1. Table 2 provides descriptions of experience requirements and general duties by labor classification.

TABLE 1 – Labor Classification and Rate Development

Labor Classification	Raw Hourly Rate ($) Low	Raw Hourly Rate ($) High	Burdened Hourly Rate ($) Low	Burdened Hourly Rate ($) High
Principal	65	91	199	277
Technical Manager	61	86	187	263
Quality Control Officer	58	80	175	244
Client Service Manager	58	72	175	219
Sr. Project Manager	56	72	171	219
Lead Project Engineer	56	70	171	212
Senior Engineer	45	70	136	212
Project Manager	45	61	136	187
Project Engineer II	44	53	135	162
Project Engineer I	35	48	108	148
Senior Architect	40	58	122	175
Architect	35	44	108	134
Landscape Architect	36	48	110	147
Resident Project Representative	27	53	83	161
GIS Analyst	33	47	99	144
Senior Designer	33	47	99	144
Technician	25	37	75	113
GIS Technician	25	37	75	113
Intern	15	26	46	78
Sr. Administrator	21	37	63	112
Administrative Assistant	15	29	46	87

TABLE 2 – Labor Classification – Experience and General Duties

Labor Classification	Experience and General Duties
Principal	BS Engineering or related; 20+ years of experience; Licensed Professional Engineer or Geologist. Ensures proper company resource are available; provides technical guidance; manages overall performance.
Technical Manager	BS Engineering or related; 20+ years of experience; Licensed Professional Engineer or Geologist. Manages staff; oversees projects and Project Manager performance.
Quality Control Officer	BS Engineering or related; 20+ years of experience; Licensed Professional Engineer or Geologist. Oversees technical accuracy of projects and adherence to QAQC procedures.
Client Service Manager	BS Engineering or related; 15+ years of experience; Licensed Professional Engineer or Geologist. Ensures client expectations are met.
Sr. Project Manager	BS Engineering or related; 15+ years of experience; Licensed Professional Engineer or Geologist. Manages project quality, support and technical and financial performance of projects.
Lead Project Engineer	BS Engineering or related; 15+ years of experience; Licensed Professional Engineer or Geologist. Provide expert project support and provide technical guidance of staff. Develops, oversees and coordinates the technical aspects of the project.
Senior Engineer	BS Engineering or related; 10+ years of experience; Licensed Professional Engineer or Geologist. Provide expert project support and provide technical guidance of staff in respective discipline. Develops, oversees and coordinates the technical aspects of the project in respective discipline.
Project Manager	BS Engineering or related; 8+ years of experience; Licensed Professional Engineer or Geologist. Manages project quality, support and technical and financial performance of projects.
Project Engineer II	BS Engineering or related; 5+ years of experience; Licensed Professional Engineer or Geologist. Provide technical project support and guidance of staff. Develops technical aspects of the project in the respective discipline.
Project Engineer I	BS Engineering or related. Provides technical project support. Develops technical aspects of the project in the respective discipline.
Senior Architect	BS Architecture or related; 10+ years of experience; Licensed Professional Architect or Engineer. Provide expert project support and provide technical guidance of staff. Develops, oversees and coordinates the architectural aspects of the project.
Architect	BS Architecture or related. Provide technical project support. Develops technical architectural aspects of the project.
Landscape Architect	BS Landscape Architecture or related. Provide technical project support. Develops technical aspects of the project in the respective discipline.
Resident Project Representative	BS in Engineering or related or HS diploma plus 3-8+ years construction, construction observation, or related experience. Observe and document on-site construction activities; provide technical support on construction administration issues.
GIS Analyst	BS/BA in Geography, Computer Science, or related field; 5+ years' experience using ESRI software. Prepare maps and other special data in digital or graphic forms using GIS applications.

Labor Classification	Experience and General Duties
Senior Designer	HS diploma plus 6+ years drawing or related experience; extensive knowledge and experience with AutoCAD or MicroStation. Supports staff to identify, research, and solve technical issues.
Technician	HS diploma plus 1+ year of drawing or related experience; knowledge and experience with AutoCAD or MicroStation. Drafts detailed construction drawings, plans and figures for projects.
GIS Technician	HS diploma plus 1+ year of drawing or related experience; knowledge and experience with GIS. Performs data migration; data digitizing; prepares and alters terrain maps, charts, tables, drawings, and models; observes and records field data.
Intern	HS diploma and pursuing career in engineering or other related field. Support staff to identify, research, and solve technical issues.
Sr. Administrator	BA/BS or HS diploma plus 8+ years of experience. Perform advanced administrative tasks that support project.
Administrative Assistant	HS diploma plus 1+ years of experience. Perform administrative tasks that support project.

We look forward to work with Polk County on this continuing services projects and appreciate the selecting us. Please do not hesitate to contact me (steve.hallowell@wright-pierce.com) or Katie Gierok (Kathleen.Gierok@wright-pierce.com) if you need further assistance.

Sincerely,

WRIGHT-PIERCE

Steven C. Hallowell, P.E.
Vice President

cc: Dennis Davis, P.E.
Kathleen Gierok, P.E.

Exhibit D

Client#: 249853 WRIGHTP

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/13/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jerry Noyola
Edgewood Partners Ins. Center 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022	PHONE (A/C, No, Ext): 770-220-7699 FAX (A/C, No): E-MAIL ADDRESS: jerry.noyola@greyling.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Wright-Pierce 600 Federal Street Andover, MA 01810	INSURER A : Hartford Underwriters Insurance Company	30104
	INSURER B : Hartford Fire Insurance Company	19682
	INSURER C : Nutmeg Insurance Company	39608
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 23-24** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			20SBWAP6AAL	01/01/2023	01/01/2024	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						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 X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY			20UEGEI3499	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			20SBWAP6AAL	01/01/2023	01/01/2024	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			20WEGAP5YF8	01/01/2023	01/01/2024	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: CSA 18-067-03 Upgrade Lift Station No. 253 (Providence). Polk County, a political subdivision of the State of Florida is named as an Additional Insured with respects to General & Automobile Liability where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment
(See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
Polk County, A Political Subdivision of the State of Florida 330 W. Church Street, MC #AS05 Bartow, FL 33830	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 D. H. Collins

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WRIGHTP-01 CJOHNSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/13/2022

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
Ames & Gough
859 Willard Street
Suite 320
Quincy, MA 02169

CONTACT NAME:
PHONE (A/C, No, Ext): (617) 328-6555 FAX (A/C, No): (617) 328-6888
E-MAIL ADDRESS: boston@amesgough.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkshire Hathaway Specialty Insurance Company	22276
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Wright-Pierce
11 Bowdoin Mill Island
Suite 140
Topsham, ME 04086

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	
	COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE / OCCUR						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab.		X	47EPP31360303	1/1/2023	1/1/2024	Per Claim Limit	5,000,000
A				47EPP31360303	1/1/2023	1/1/2024	Aggregate Limit	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All Coverages are in accordance with the policy terms and conditions.

RE: CSA 18-067-03 - Project: Upgrade Lift Station No. 253 (Providence)

Waiver of Subrogation and 30 Day Notice of Cancellation will be issued in accordance with policy terms and conditions.

CERTIFICATE HOLDER

Polk County, A Political Subdivision of
the State of Florida
330 W. Church Street MC #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
Jared Maxwell

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Agenda Item R.57. 11/7/2023

SUBJECT

Request that the Board authorize the filing of a Civil Complaint against 21 Palms Resort on Lake Juliana (“Resort”) and other necessary parties to compel the Resort to remove or modify the pedestrian bridge (“Bridge”) currently impeding boating traffic between Lake Mattie and Lake Juliana (collectively “Lakes”).

DESCRIPTION

The canal between the Lakes is sovereign water. As such, the canal is set aside for use by all members of the public. The Resort owns the property on both sides of the canal and there is a Bridge, over the canal that connects the two sides of the Resort’s property. The bottom of the Bridge suspended significantly lower than the road and as a result impedes boating travel between the Lakes. Additionally, the supports for the Bridge protrude into the canal, narrowing it and obscuring travel.

The Resort was notified of this issue, by the County on July 13, 2023. On September 8, 2023, staff met with representatives of the Resort about the issue. Since that meeting there has been no subsequent communication from the Resort on the matter. On October 2, 2023, staff sent a follow-up e-mail requesting a status update. No update has been received.

RECOMMENDATION

Authorize the County Attorney’s Office file a Civil Complaint to compel compliance with Polk County’s demand to remove or modify the Bridge in a way that allows free travel between the Lakes. Authorize the County Manager or his designee to represent Polk County at any mediations or court proceedings held in the matter.

FISCAL IMPACT

Funding for the costs of litigating the Civil Complaint will come from the County Attorney’s Fund. The cost of litigation will be included as part of the Summary Judgment against the Defendants.

CONTACT INFORMATION

Randall E. Vogel
Assistant County Attorney
863-534-6477

Polk County

Board of County Commissioners

Agenda Item R.58. 11/7/2023

SUBJECT

Release of Lien related to a Workforce Housing Impact Fee Mitigation for Louise T. Wimberley (No fiscal impact).

DESCRIPTION

A Claim of Lien for a Workforce Housing Impact Fee Mitigation was recorded in 2009 imposing a lien in the amount of $4,882.50 against property owned by Louise T. Wimberley, in Polk County. The lien has expired according to its terms effective November 17, 2016, 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

Elizabeth Voss
Deputy County Attorney
863-534-6746

This Instrument Prepared By:
Elizabeth W. Voss, 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 8053, Pages 1678 - 1679, of the Public Records of Polk County, Florida, its Claim of Lien-Workforce Housing Impact Fee Waiver imposing and perfecting a lien against property identified as:

Lot 2, Winchester Estates, as per PB 143, Page(s) 16 of the Public Records of Polk County, Florida

together with all improvements thereon (the "Property"); and

WHEREAS, the lien, in the total amount of $4,882.50 for mitigated impact fees became a lien against the property owned by Louise T. Wimberley; and

WHEREAS, the lien requires payment in full in the amount of $4,882.50 in the event the property is sold or transferred within seven (7) years of the Lien Commencement Date of November 17, 2009, to any person(s) who do not satisfy the criteria for the Workforce 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 Record Book 8053, Pages 1678 – 1679 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: _____