



Polk County Board of County Commissioners

Meeting Agenda - Final-revised

May 20, 2025 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. (RICK WILSON, CHAIR)

INVOCATION

Murphy Hanley, Polk County Fire Rescue Chaplain

PLEDGE OF ALLEGIANCE (RICK WILSON, CHAIR)

A. PRESENTATIONS and RECOGNITIONS

- A.1. Lance Schmidt, Managing Principal of Office, Central Florida of CliftonLarsonAllen, LLP will present the Annual Comprehensive Financial Audit for the fiscal year ended September 30, 2024.
- A.2. Employee Recognition

B. CEREMONIAL PROCLAMATIONS

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

- C.1. Regional Community Council (Ken Henry & Linda Fife) to discuss the Thompson Nursery Road Phase II alignment project.
- C.2. 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 May 6, 2025.
- F. REQUEST FROM ELECTED OFFICIAL and OTHER GOVERNMENTAL AGENCY**
- G. COUNTY ATTORNEY (RANDY MINK)**
 - G.1. Discuss letter to the Governor regarding Senate Bill 180
- H. COUNTY MANAGER (BILL BEASLEY)**
 - H.1. Approve Consultant Services Agreement (CSA) No. 2022-064-03 with Kisinger Campo & Associates Corp. to provide professional engineering services for Bone Valley ATV Park Campground. (\$864,752.29)
 - H.2. Approve agreement with Carollo Engineers, Inc. to provide Part 1 engineering services for the East Regional Wastewater Treatment Facility. (\$490,426.00 one-time expense)
 - H.3. Approve Construction Agreement with CSX Transportation, Inc., (CSX) for the CR 35A Kathleen Road @ Deeson Road Intersection Improvement Project. Also accept a Deed of Easement from CSX and approve payment for the purchase thereof. (\$541,047 one-time expense)
- I. COMMISSIONER DISTRICT 1 (BECKY TROUTMAN)**
 - I.1. Commissioner Troutman Comments.
- J. COMMISSIONER DISTRICT 3 (BILL BRASWELL)**
 - J.1. Commissioner Braswell Comments.
- K. COMMISSIONER DISTRICT 4 (MARTHA SANTIAGO)**
 - K.1. Commissioner Santiago Comments.
- L. COMMISSIONER DISTRICT 5 (MICHAEL SCOTT)**
 - L.1. Commissioner Scott Comments.
- M. COMMISSIONER DISTRICT 2 (RICK WILSON, CHAIR)**
 - M.1. Chair Wilson Comments.

N. LAY BOARD APPOINTMENTS

- N.1. Reappoint Mark Ferreira as a member of the Housing and Neighborhood Development Office Affordable Housing Advisory Committee (AHAC). (No fiscal impact).
- N.2. Appoint Vermishia Pitts as a new member of the Housing and Neighborhood Development Office Affordable Housing Advisory Committee (AHAC). (No fiscal impact).

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

* County Attorney opening comments

- O.1. Public Hearing (LDCPAS-2025-1 Richard Munday CPA Amendment) (Adoption Hearing) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 1.47 acres from Residential-Suburban (RS) to Linear Commercial Corridor (LCC). (No Fiscal Impact)

P. PUBLIC HEARINGS

- P.1. Public Hearing to consider the adoption of an Ordinance of the Polk County Board of County Commissioners repealing and restating Ordinance 91-13, the “Polk County Waterway Protection Code”, as amended, to update and clarify language, add and amend definitions, and create authority to establish designated swim areas and vessel exclusion zones.
- P.2. Consider the approval of a Resolution of the Board of County Commissioners of Polk County, Florida, establishing designated swim areas and vessel exclusion zones in certain portions of Lake Winterset, Lake Clinch, and Lake Ariana.

Q. WORK SESSION ITEMS

- Q.1. Solid Waste Gate Disposal Fee Adjustments (Dale Henderson, Solid Waste Division Director)

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 2217.

R.2. Proposed Fiscal Year 2025/2026 budgets for Astonia, Auburn Lakes, Bradbury, Champion's Reserve, Crosswinds West, Eagle Hammock, East 547 and Eden Hills Community Development Districts.

R. COUNTY MANAGER

R. ECONOMIC DEVELOPMENT

R. TOURISM/SPORTS MARKETING

R. OFFICE OF PLANNING & DEVELOPMENT

R.3. SET HEARING: (LDCPAL-2024-19 Minute Maid Rd Ramp 1 CPA) to consider the adoption of a Large-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 3.2+/- acres of a total 13.47+/- acres from Residential High (RHX) to Tourism Commercial Center (TCCX) in the Transit Supportive Development Area (TSDA). The suggested transmittal hearing date is June 3, 2025, at 9:15 a.m. and the adoption hearing date is August 5, 2025, at 9:15 a.m.

R.4. Conditional Approval of Bimini Bay Phase 1 Tract K Replat Plat. (No fiscal impact)

R.5. Conditional Approval of Galloway Estates Plat. (No Fiscal Impact)

R.6. Conditional Approval of Parker Estates Plat. (No Fiscal Impact)

R.7. Accept Hillpointe Davenport - Gaines Road potable water, wastewater and reclaim water utility system improvements for ownership, operation, and maintenance by Polk County Utilities. (No Fiscal Impact)

R.8. Accept a one-year warranty and surety in the amount of \$232,772.34 in the form of Maintenance Bond No. PB11511003821 for Hillpointe Davenport - Gaines Road. (No Fiscal Impact)

R.9. Accept Performance Surety in the amount of \$5,110,822.35 in the form of Performance Bond No. 800178940 for Applewood Reserve. (No Fiscal Impact)

R.10. Approve selection committee's recommendation to authorize staff negotiations with Gurr Professional Services, Inc. for 3rd party review of phosphate land development applications. (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.11. Approve Subcontract Amendment Fourteen between the Ounce of Prevention Fund of Florida and Polk County. (No Fiscal Impact)
- R.12. Approve Subcontract Amendment Fifteen, between The Ounce of Prevention Fund of Florida, Healthy Families Florida, and the Polk County Board of County Commissioners for Fiscal Year 2024-2025. (No Fiscal Impact)
- R. EQUITY & HUMAN RESOURCES
- R. INFORMATION TECHNOLOGY
- R. CODE ENFORCEMENT
- R. COURT SERVICES
- R. RISK MANAGEMENT
- R. COMMUNITY HEALTH CARE
- R. FACILITIES MANAGEMENT
- R. FLEET MANAGEMENT
- R. PARKS & NATURAL RESOURCES
- R.13. Approve agreement with Showdown ATV LLC to provide all-terrain vehicle rental services at Bone Valley ATV Park. (\$4,800.00 annual revenue)
- R. FIRE RESCUE
- R. EMERGENCY MANAGEMENT
- R. REAL ESTATE SERVICES
- R.14. Approve Agreement between Fox Branch Ranch Community Development District and Polk County in conjunction with the Rolling Oak Estate Drainage Project. (\$40,000 one-time expense)
- R.15. Accept Quit Claim Deed for property being donated for conservation preservation, Keller Estate. (No fiscal impact)

- R.16. Authorize a County Deed to the State of Florida, Department of Transportation (“FDOT”) and accept the subsequent easement for ingress/egress from FDOT, all in conjunction with the West Pipkin Road project. (No fiscal impact)
- R.17. Approve Agreements for Transfer of Public Road between the Town of Dundee and Polk County for portions of Lake Mabel Loop Road, Canal Road and Tindel Camp Road and authorize County Deeds for the rights-of-way associated therewith. (No fiscal impact)
- R.18. Approve Right of Way Agreement between Polk County and School Board of Polk County in conjunction with the Spirit Lake Road at Sheffield Road and Old Bartow/Eagle Lake Road Intersection Project, Parcel 102. (No Fiscal Impact)
- R.19. Accept Polk County Utilities Easement from 6367 Lake Wilson Ground Owner, LLC, as requested through the Development Review Process. (No fiscal impact)

R. ROADS & DRAINAGE

- R.20. Approve Road Closure Request in Accordance with the Ordinance No. 2025-020
- R.21. Approve Consultant Services Authorization (CSA) No. 22-098-04 with WSP USA Inc. (Consultant) for the Vaughn Road Widening Project (\$158,670.05 one-time expense).
- R.22. Adopt a Resolution Setting Speed Limits on Caloosa Ridge Avenue, Caloosa Ridge Trail and Caloosa Ridge Way, within the Caloosa Ridge Subdivision near Babson Park. (\$537.41 one-time expense)
- R.23. Adopt a Resolution Setting Speed Limit on Charles Lane, near Lakeland. (\$121.23 one-time expense)
- R.24. Approve recommended alignment alternative for the Thompson Nursery Road Phase II/Segment 5 Widening Project (No fiscal impact).

R. UTILITIES

- R.25. Approve the Second Amendment and Reinstated Agreement to Cooperative Funding Agreement No. 21CF0003413 with the Southwest Florida Water Management District for the Polk County Direct Potable Reuse Feasibility and Pilot project (Q209). (For a schedule amendment only)

R. SOLID WASTE

R. ELECTED OFFICIAL AND OTHER GOVERNMENTAL AGENCY

R. COURT RELATED

R. POLK COUNTY PROPERTY APPRAISER

R. POLK COUNTY SHERIFF

- R. POLK COUNTY SUPERVISOR OF ELECTIONS
- R. POLK COUNTY TAX COLLECTOR
- R. WORKFORCE DEVELOPMENT BOARD
- R. COUNTY ATTORNEY
- R.26. SET PUBLIC HEARING to consider adoption of an ordinance to create the Master Inwood Street Lighting Municipal Service Benefit Unit (MSBU) (Suggested Hearing Date: June 3, 2025 at 9:00 a.m.)
- R.27. Approve Mediated Settlement Agreements with KSI Enterprises, Inc. for County acquisition of Parcels 102 and 104, and with Mary Elizabeth Pierce and Matthew C. Pierce for Parcel 103, all in conjunction with the CR542A (Galloway Road) at 10th Street Project. (\$228,083.00 one-time expense)
- R.28. Request Board adopt a Resolution Approving the Issuance by the Housing Finance Authority of Polk County, Florida of its Multifamily Housing Revenue Bonds in the Aggregate Face Amount Not to Exceed \$27,800,000 to Provide Funds to Finance a Multifamily Residential Rental Housing Facility for Persons or Families of Low and Moderate Income to Be Owned by Lakewood Terrace Preservation, Ltd., or an Affiliate Thereof, Located in Polk County Florida and Provide an Effective Date.
- R.29. Adopt Resolution Approving Repeal of Fire Department Burn Ban 25-01.
- R.30. Adopt resolution adopting policy not to consider proclamations.

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, May 19, 2025 – 1:30 p.m. – Land Use Hearing Officer will be held in the County Commission Boardroom.
- Monday, May 19, 2025 – 5:30 p.m. – Community Relations Advisory Council (CRAC) will meet in Room 413, Fourth Floor, County Administration Building.
- Wednesday, May 21, 2025 – 9:00 a.m. – Appellate Special Magistrate of the Code Enforcement Unit will meet in the County Commission Boardroom.
- Wednesday, May 21, 2025 – 2:00 p.m. – Polk Regional Water Cooperative (PRWC) Board of Directors meeting will be held in the Brenneman Room at the Stuart Center, 1710 Highway 17 S., Bartow.
- Thursday, May 22, 2025 – 8:30 a.m. – Development Review Committee will meet in the Planning and Development Conference Room, Second Floor, County Administration Building.
- Thursday, May 22, 2025 – 9:30 a.m. – Polk Transportation Technical Advisory Committee (TAC) will meet in FDOT Conference Center at 801 N. Broadway Avenue, Bartow.
- Friday, May 23, 2025 – 10:00 a.m. – Polk County Fire Rescue Moore Road Station 25 Grand Opening, 8525 Moore Road, Lakeland.
- Monday, May 26, 2025 – The offices of the Board of County Commissioners will be closed in observance of the Memorial Day Holiday.
- Tuesday, May 27, 2025 – 1:00 p.m. – Jersey Commons Ribbon Cutting, 1115 Wilson Drive, Winter Haven.
- Wednesday, May 28, 2025 – 1:00 p.m. – Conservation Land Acquisition Selection Advisory Committee (CLASAC) will meet in the County Commission Boardroom.
- Thursday, May 29, 2025 – 8:30 a.m. – Development Review Committee will meet in the Planning and Development Conference Room, Second Floor, County Administration Building.
- Thursday, May 29, 2025 – 8:15 a.m. – Tourist Development Council (TDC) Board Annual Retreat will meet at SUN 'n FUN Aerospace Exp, 4075 James C. Ray Boulevard, Lakeland.
- Friday, May 30, 2025 – 9:00 a.m. – Board/Staff Agenda Review meeting to discuss the Agenda and any other matters that may come before the Board will be held in the

Commissioners' Conference Room, Room 407.

- Friday, May 30, 2025 – 1:30 p.m. – County Manager's representatives will meet with representatives from Polk County Professional Fire Fighters, I.A.F.F., Local 3531 to hold negotiations relative to collective bargaining. The meeting will be held at the Polk State Advanced Technology Center, 310 Technology Drive, Bartow.
- Monday, June 2, 2025 – 6:00 p.m. – Eloise Community Redevelopment (CRA) Advisory Committee will meet at the Johnny and Freda Brooks Resource Center, 710 Snively Avenue, Eloise.



Polk County
Board of County Commissioners

Agenda Item A.1.

5/20/2025

SUBJECT

Lance Schmidt, Managing Principal of Office, Central Florida of CliftonLarsonAllen, LLP will present the Annual Comprehensive Financial Audit for the fiscal year ended September 30, 2024.

DESCRIPTION

The results of the Annual Comprehensive Financial Audit for the fiscal year ended September 30, 2024, will be presented by Lance Schmidt of CliftonLarsonAllen, LLP. The County received an Unmodified Opinion.

RECOMMENDATION

Accept receipt of the Annual Comprehensive Financial Audit for the fiscal year ended September 30, 2024.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Tanra-Lee Milson
Senior Accounting Manager
(863)534-6598



Polk County
Board of County Commissioners

Agenda Item A.2.

5/20/2025

SUBJECT

Employee Recognition

DESCRIPTION

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

Maria T. Arriola - Community Health Care - 25 years

Alice D. Brown - Community Health Care - 20 years

RECOMMENDATION

Approve

FISCAL IMPACT

N/A

CONTACT INFORMATION

Cynthia Goss

CynthiaGoss@polk-county.net <mailto:CynthiaGoss@polk-county.net>

(863) 534-5927



Polk County
Board of County Commissioners

Agenda Item D.1.

5/20/2025

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



Polk County
Board of County Commissioners

Agenda Item E.1.

5/20/2025

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	03881	thru	03907
In the Amount of	\$28,618.66		
# of Direct Deposits	2870		
In the Amount of	\$4,329,219.91		
Dated	May 16, 2025		
Wire and Electronic Fund Transfers	\$68,829,284.90		
Dated	May 6, 2025	thru	May 19, 2025
Invoice Checks Numbered	482759	thru	483554
Totaling	\$21,423,996.57		
Dated	May 6, 2025	thru	May 19, 2025

Request approval of minutes of Regular Board Meeting Held on **May 6, 2025**



Polk County
Board of County Commissioners

Agenda Item E.2.

5/20/2025

SUBJECT

Minutes of Regular Board meeting held on May 6, 2025.

DESCRIPTION

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

RECOMMENDATION

Approve minutes.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Erin Valle

erinvalle@polk-county.net



Polk County Board of County Commissioners

Meeting Minutes - Draft

May 06, 2025 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. (RICK WILSON, CHAIR)

INVOCATION

Murphy Hanley, Polk County Fire Rescue Chaplain

PLEDGE OF ALLEGIANCE (RICK WILSON, CHAIR)

A. PRESENTATIONS and RECOGNITIONS

B. CEREMONIAL PROCLAMATIONS

B.1. National Water Safety Month

Minutes: County Attorney Randy Mink read the National Water Safety Month Proclamation for the record.

Chair Wilson introduced Dorothy Smith and Amanda Wilson here to accept the proclamation.

Amanda Wilson said most drowning deaths are 100% preventable. She thanked the Board for this proclamation.

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

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

C.1. Comments.

Minutes: Discussion followed between the parties concerning speaking during public comments or public hearings.

James Abercrombie discussed the public records concerning the parks that he was able to find from 2006 when the property was purchased. He said there was no progress for 19 years and now it is back before the Board. He discussed the public hearing that was held on March 11th. He said the public was not involved in the discussions concerning the park. He said he is being ignored by everyone. He said he cannot get the public records that he needs. He said the Board did no research on this park and approved this park only on staff's recommendation. He said during the meeting that it was approved he cannot find anything on it. He asked why everything is not in one file. He said this does not work for him.

Cassandra Richards said she is disappointed that her project has been pushed back to the fall possibly. She discussed the issues with speeding on her road and said hopefully they will still get this taken care of. She said Highway 27 has a lack of restaurants for older people. She said everything that is being put in is for children and it is always chicken restaurants.

D. APPROVE CONSENT AGENDA

D.1. Approve Consent Agenda.

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

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

E.1. Disbursements.

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

E.2. Minutes of Regular Board meeting held on April 15, 2025.

Minutes: Polk County Clerk of Court Stacy Butterfield discussed the new criminal record system that is being implemented.

RESULT:	APPROVED
----------------	-----------------

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

H. COUNTY MANAGER (BILL BEASLEY)

H.1. Approve agreement with Carollo Engineers, Inc. to provide Part 1 engineering services for improvements to the Northwest Regional Wastewater Treatment Facility. (\$3,249,568.00 one-time expense)

Minutes: County Manager Bill Beasley discussed the agreement with Carollo Engineers, Inc., to provide Part 1 engineering services for improvements to the Northwest Regional Wastewater Treatment Facility. He recommended approval.

Commissioner Scott said he has visited the Northwest Regional Wastewater Treatment Facility and said it is very well maintained. He said it is a testament to the care that the county has for their assets. He said this facility looks like a park.

Mr. Beasley said first impression is everything.

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

H.2. Utility infrastructure agreement with Clayton Properties Group, Inc. for the Touchstone Development Force Main Extension. (\$3,064,574 One-time Expense)

Minutes: County Manager Bill Beasley discussed the Utility infrastructure agreement with Clayton Properties Group, Inc., for the Touchstone Development Force Main Extension. He recommended approval.

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

H.3. Approve State-Funded Supplemental Agreement with the Florida Department of Transportation (FDOT) to accept \$2,500,000.00 in construction funding for the North Ridge Trail Project, associated resolutions, CIP Amendment, and resolution to establish budget (\$2,500,000.00 one-time unanticipated revenue)

Minutes: County Manager Bill Beasley discussed the State-Funded Supplemental Agreement with the Florida Department of Transportation to accept \$2,500,000.00, in construction funding for the North Ridge Trail Project, associated resolutions, CIP Amendment, and resolution to establish the budget. He recommended approval.

RESULT:	APPROVED
MOVER:	Becky Troutman

SECONDER:	Bill Braswell
AYE:	Troutman, Wilson, Braswell, Santiago, and Scott

H.4. Approve Land Purchase Agreement between Ruby K. Branson, Trustee of Ruby K. Branson Trust and Polk County in conjunction with a proposed new EMS/Fire Rescue station, CIP Amendment, and budget transfer. (\$1,420,000 one-time expense)

Minutes: County Manager Bill Beasley discussed the Land Purchase Agreement between Ruby K. Branson, Trustee of Ruby K. Branson Trust and Polk County in conjunction with a proposed new EMS/Fire Rescue station, CIP Amendment, and budget transfer. He recommended approval.

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

I. COMMISSIONER DISTRICT 1 (BECKY TROUTMAN)

I.1. Commissioner Troutman Comments.

Minutes: Commissioner Troutman thanked the Veterans Service Counsel and retired Colonel Gary Clark. She said Polk County had their 10th honor flight last week. She said it is a great way to honor our veterans.

J. COMMISSIONER DISTRICT 3 (BILL BRASWELL)

J.1. Commissioner Braswell Comments.

Minutes: Commissioner Braswell said during this meeting he has been in touch with Outback Steakhouse and said they have agreed to build a restaurant at the intersection of Friedlander Road and Lewis Griffin Road.

K. COMMISSIONER DISTRICT 4 (MARTHA SANTIAGO)

K.1. Commissioner Santiago Comments.

Minutes: Commissioner Santiago had no comments.

L. COMMISSIONER DISTRICT 5 (MICHAEL SCOTT)

L.1. Commissioner Scott Comments.

Minutes: Commissioner Scot had no comments.

M. COMMISSIONER DISTRICT 2 (RICK WILSON, CHAIR)

M.1. Chair Wilson Comments.

Minutes: Chair Wilson had no comments.

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

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

O.1. Public Hearing (LDCPAL-2024-14 Poinciana Subdivision CPA Amendment) (Transmittal Hearing) to consider the adoption of a Large-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 160 acres from Agricultural/Residential-Rural (A/RR) to Residential-Low (RL) and Rural Development Area (RDA) to Utility Enclave Area (UEA). (No Fiscal Impact).

Minutes: Land Development Director Ben Ziskal discussed the proposed future land use changes. He said the Planning Commission and staff recommended approval.

Commissioner Scott discussed his concerns with the road conditions. He said this is two dead end roads currently and there will be a road that is not connected. He said it is a set up for disappointment.

Chair Wilson opened a public hearing; no one spoke.

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

O.2. Public Hearing (LDCT-2025-3 Stressed Basins and Stormwater Management) (Adoption Hearing) to consider a County-initiated request to amend to multiple sections of the Land Development Code text to address stressed drainage basins, and improve stormwater management standards. (No Fiscal Impact)

Minutes: Land Director Ben Ziskal discussed Senate Bill 180 and said they believe it will be signed by Governor DeSantis within the next several weeks. He said this is just a different version of Senate Bill 250. He said it will place restrictions on local government land use authority. He said this would apply to local governments entirely or partially within 100 miles of storms listed under the Federal Disaster Declaration. He said it also applies retroactively from August 1, 2024, to local governments impacted by Hurricane Debby, Hurricane Helene and Hurricane Milton. He said for one year after a hurricane makes landfall, impacted local governments may not propose or adopt more restrictive or burdensome amendments to the Comprehensive Plan, Land Development Code regulations, or procedures on the development review and approval process. He said this puts into question some of the bills the county has previously adopted over the last year. He said it does have a provision that if the county is challenged and loses the county would then be responsible for legal fees. He said he wanted the Board to be aware of this as they discuss the next 4 items; he said 3 of the 4 could be deemed restrictive or more burdensome.

County Attorney Randy Mink said the question to the Board is do they want to proceed with these next 3 items or continue them to see if the bill is approved by Governor

DeSantis.

Discussion followed between the parties concerning the continuance.

Upon question, Mr. Mink said the way the bill is written currently the county would be restricted up to October 1, 2027. He said the whole state was affected.

Chair Wilson said he pushed to have the surrounding mileage decreased.

Commissioner Braswell said they need to let all of these cases go to Tallahassee.

Upon question, Mr. Mink said if the bill is approved they will probably withdraw the items that they are continuing to the June 17th, Board meeting. He said they now have to go back and review everything that has been passed since August 1, 2024.

Upon question, Mr. Mink said if this is approved it looks as though they cannot make changes until October 1, 2027. Discussion followed.

Chair Wilson discussed Senate Bill 250 and previous hurricanes that affected the state. He said Polk County was put under the same regulations as the other counties on the coast who were affected greater. He said he fought against that and the mileage area was cut down. He said now all the work the county has done will be out the window.

Commissioner Scott said there is power in voices and encouraged citizens to reach out to their representatives. He said this is more indicative of a push to have less restrictions. He said the Board is looking at human health and safety. He said they want to improve the safety and service the county provides. He discussed the bill and said the lobbyists of developers are pushing for this. He said he appreciates the county being proactive. He said he hopes the House and Senate can regroup and make this wrong a right.

Continued to June 17, 2025.

RESULT:	CONTINUED
MOVER:	Bill Braswell
SECONDER:	Martha Santiago
AYE:	Troutman, Wilson, Braswell, Santiago, and Scott

O.3. Public Hearing (LDCT-2025-4 1,000 Foot Public Hearing Mailer Radius) (Adoption Hearing) to consider a County-initiated LDC Text amendment to Chapter 9 Development Review Procedures, Section 960(A), Types of Public Notice, by removing the current text of a 500-foot distance in which mail notices are to be sent to area property owners and replacing it with 1,000 feet. (No Fiscal Impact)

Minutes: Continued to June 17, 2025.

RESULT:	CONTINUED
MOVER:	Bill Braswell
SECONDER:	Becky Troutman

AYE:	Troutman, Wilson, Braswell, Santiago, and Scott
-------------	---

O.4. Public Hearing (LDCT-2025-6 Mobile Homes in Plats Prior to 1971) (Adoption Hearing) to consider a County-initiated request for the adoption of an LDC Text amendment to Chapter 3 Conditional Uses, Section 303, Criteria for Conditional Uses, Individual Mobile Homes, to allow mobile homes by right in subdivision plats recorded prior to May 20, 1971. (No Fiscal Impact)

Minutes: Land Director Ben Ziskal discussed the proposed text amendments. He said the Planning Commission and staff recommend approval.

Chair Wilson opened a public hearing; no one spoke.

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

O.5. Public Hearing (LDCT-2025-5 Coops & Roosters LDC Text Amendment) (First Reading) to reduce the setbacks for structures intended for the feeding and sheltering of livestock and fowl from 50 to 10 feet and prohibiting roosters and other disruptive fowl on properties less than one-half acre. (No Fiscal Impact).

Minutes: Land Development Director Ben Ziskal discussed the proposed text amendment and said part of the proposed text amendment is considered "burdensome and restrictive" and part of it is not. He said this is a first reading and no action will be taken today. He recommended the second reading also be continued to June 17, 2025 to be consistent.

Upon question, Mr. Mink said he thinks this item would apply to the Senate Bill discussed previously. Discussion followed.

Chair Wilson opened a public hearing; no one spoke.

Continued to June 17, 2025.

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

P. PUBLIC HEARINGS

P.1. Public Hearing (LDCDD-2025-1/ North Power Line Road 4th CDD Expansion) to consider the adoption of an applicant-initiated ordinance to expand an existing Community Development District (CDD) located partially in both Davenport and the unincorporated areas of the County. (No Fiscal Impact)

Minutes: Erik Peterson, Land Development, showed slides and discussed the North

Power Line 4th CDD Expansion. He discussed the public notices. He said it meets all the required criteria. He said the Planning Commission and staff recommend approval.

Chair Wilson opened a public hearing; no one spoke.

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

P.2. Public Hearing to consider adoption of an ordinance granting an Economic Development Ad Valorem Tax Exemption to a new business, Supply Properties II, LLC, and approval of a Performance Agreement with the company.

Minutes: Deputy County Attorney Sandi Howard reviewed the Economic Development Ad Valorem Tax Exemption to a new business, Supply Properties II, LLC, and approval of a Performance Agreement with the company.

Commissioner Braswell said the county will be giving up approximately \$90 million in property taxes over 10 years.

Chair Wilson opened a public hearing.

James Abercrombie said he has seen this done a lot. He discussed Publix also getting this benefit. He said the citizens are making up this difference. He said there is not enough research done on this to give our taxpayer's money away. He said he does not understand why the county has to help them. He said there needs to be a different way because this is not right.

Chair Wilson closed the public hearing.

Commissioner Braswell said he is not going to support this because he thought this program was to bring more jobs to the county. He said the county has 17,000 open positions listed on Indeed.com. right now. He said the county is giving away money. He said the county could do a lot with this money. He said will not support this.

Commissioner Santiago said she is in support of this program. She discussed high tech jobs that are needed in this county. She said she does not see how else the county can progress if the county does not continue to be open and amenable to providing the ad valorem tax breaks to these industries.

Commissioner Troutman discussed this program and said it is audited and there are reviews done. She said she supports this program. She said they need to diversify the economy in Polk County. She said it is critical for high wage jobs. She said the residents do not make up these taxes. She said this is a net win for the county.

Commissioner Scott said he understands the concerns of this program. He said they do have positions that are high skill and high wages that they cannot fill with Polk County residents. He said they have enough population in Polk County to fill these positions they just need to be engaged. He said this is only one piece of the program.

Chair Wilson said they have some great companies brought in on this program. He said he feels this is a very good program. He said there are other states fighting for companies to build there. He said he sees both sides of the issue.

RESULT:	APPROVED
MOVER:	Becky Troutman
SECONDER:	Martha Santiago
AYE:	Troutman, Wilson, Santiago, and Scott
NAY:	Braswell

P.3. Public Hearing to consider adoption of an ordinance repealing Ordinance 22-054, the Economic Development Ad Valorem Tax Exemption for Lineage Logistics Services, LLC

Minutes: Deputy County Manager Sandi Howard discussed the adoption of an ordinance revoking Ordinance 2022-054, the Economic Development Ad Valorem Tax Exemption for Lineage Logistics Services, LLC. She said they were notified by the company that due to the current market and customer demand they will not be moving forward with building their company in Polk County as planned. She said staff's recommendation is to adopt the ordinance repealing Ordinance 2022-054, which will revoke the exemption previously granted.

Chair Wilson opened the public hearing.

Sean Malott, Central Florida Development Counsel, said they have annual audits. He said this company wanted to pull out of the program. He said this program was voter approved by 70%. He said there is a demand for quality jobs in the county. He said 50% of the population leaves the county for employment. He reviewed the recent audit that was done and its findings. He thanked the Board for their feedback and their support.

Chair Wilson closed the public hearing.

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

P.4. Public Hearing to consider adoption of an ordinance amending Ordinance 22-018, the Economic Development Ad Valorem Tax Exemption for Publix Super Markets, Inc. (IT Headquarters).

Minutes: Budget and Management Services Director Christia Johnson discussed the amendment to Ordinance 22-018, the Economic Development Ad Valorem Tax Exemption for Publix Super Markets, Inc., IT Headquarters project. She said they are requesting to amend the start date by one year to commence in 2026 and run through to tax year 2035.

Chair Wilson opened a public hearing; no one spoke.

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

P.5. Public Hearing (LDCPAL-2024-17 Stuart Thornhill Road CPA) (Transmittal Hearing). This is an applicant-initiated Comprehensive Plan Map Amendment to change 326.92 acres from Agricultural/Residential-Rural (A/RR) to Residential-Low (RL), Residential-Low (RL) to Residential-Medium (RM), and from Rural Development Area (RDA) to Urban Growth Area (UGA) on the Future Land Use Map. (No Fiscal Impact).

Minutes: Mark Bennett, Land Development, showed slides and discussed the proposed map amendment. He reviewed the public notices and public response. He said the Planning Commission and staff recommend approval. He said this is a transmittal hearing and if it is approved it will be sent to the Department of Commerce in Tallahassee. He reviewed the map amendments. He said the property is cut in two by the Polk Parkway. He discussed the original request; he said staff had concerns about the potential units and compatibility. He reviewed the recommended change. He showed aerial photos of the site location and the possible impacts. He said this site was originally planned for urban growth. He said the applicant stated the parkway going through changed the merit of their property.

Upon questions from the Board, Mr. Bennett said the original request allows for 15 units per acre and the revised request is for 17 acres of Residential Medium and 10 units per acre. He said there are no subdivisions in the surrounding area. He said the service level of Thornhill Road is Service C; he said this information came from the 2025 database.

Commissioner Troutman discussed the number of reduced units.

Mr. Bennett clarified that the information concerning Thornhill Road's service level came from the 2023 database.

Bart Allen, representing the applicant, discussed the current owners of this property. He said this area has been significantly changed due to the construction of the toll road and flyover. He said the Stuart Family has owned this property for a long time and they are not developers. He said it is impossible to ignore that things have changed around them and said projects will change over time. He said they are asking for 17 acres of residential medium on the frontage of Thornhill Road. He discussed the growth and development to this area. He said everything around the property is residential low or higher, other than what is owned by the county. He said the Stuarts are landowners and they are trying to find what is best for this property. He said it meets the criteria for urban growth. He reviewed the existing future land uses in the area. He said this area is urbanizing and said this request is appropriate. He said staff recommends approval. He said if this develops there will be flood and environmental studies done. He requested that this be approved. He discussed the multi-family sites in the area.

Chair Wilson opened a public hearing.

Dewey Craver said he has lived in this area since 1986. He showed slides and discussed the bay heads and said they feed into Lake Hancock. He discussed the possible flooding this could cause. He said they are trying to bring the springs in this area back. He discussed the Kissimmee River and the Everglades and their conditions. He said he is proud of Polk County and wants to see some of this land saved. He discussed the wildlife in this area and said they do not need this amount of homes in this area.

Daniel Bence discussed the traffic in this area. He said the parkway will not take traffic off Beth Lane and Thornhill Road. He said he has lived here 30 years and discussed the flooding in this area. He said you can only supply water to a limited number of homes. He said when you pile people on top of each other you will have increased crime. He said he also has family that lives in this area. He said they are destroying the true Floridians way of life.

Mike Harrison showed slides and discussed where his property is located. He said he has gone through 6 hurricanes and there was nothing but water in this area. He said the water fall out from the subdivision would be astronomical and ruin his home. He discussed the sand mine that was proposed in this area and he asked what happened to that project. He said they never heard anything else about that. He discussed the endangered species that are on his property and the surrounding property. He said they are asking that this be denied.

Chair Wilson said the sand mine must not have gone through. Discussion followed.

Cary Purcell said he moved out of Lakeland to get out of the city and in the country. He said it is a shame what is happening to Polk County. He said he know the Stuart Family did not want a road to go through their property. He said he moved here to raise his family, but said he is not going to stay here. He said Thornhill Road is very dangerous. He discussed the floodplain behind his house. He said is it a shame what is happening and he is dead set against this.

Ezequiel Cuevas said he is new to the area and it is a blessing to be here. He said his property backups to the Stuarts and this area is all nature. He said he wakes up every morning and gives thanks to God. He discussed his property and said they should visit this area before they destroy it. He thanked the Board for their time.

Francisco Hernandez, Jr. said he has lived in this area for a year. He said he wants to be versed on the studies they are doing. He said his house was flooded last year during the hurricane. He asked what changes will be made to accommodate the growth, traffic issues and infrastructure changes needed.

Chair Wilson closed the public hearing.

Mr. Allen said the sand mine was an approved use for this site but it is not moving forward. He said it will expire at some point. He said the flooding issues, traffic, and wildlife will be addressed with the studies that will be required. He said adjacent properties on Beth Lane are already at RL-1. He said it is intermixed with different land

uses. He said this is not a proposed development; he said they are requesting a land use change for long range planning. He said they do have a recommendation of approval from staff and requested that this be approved. He thanked the Board for their time.

Upon questions from Board, Mr. Allen discussed the difference between rural and urban development. He said he cannot put residential low in a rural development area. He said this change will not impact the residential medium. He said the reason for the area that was requested residential medium was due to the intensity on Thornhill Road; he said that area made more sense for a higher intensity. He said the flyover bridge will be going right through this area. He said there is more flexibility with residential medium. He said he cannot make and estimate on what number of homes could be put in residential medium.

Commissioner Santiago said the Stuart Family can sell this land to a developer and then it will be back before the Board again.

Upon question, Mr. Allen said residential low allows for 1 unit per 1 acre. He discussed compatibility and the total acreage requested.

Commissioner Scott said zoning is a feature to have the right road map moving forward. He discussed Lake Hancock and the water quality improvement projects the county has invested millions in. He said building near waterways allows for pollution. He said the state has lost 50% of its wetlands since the 50's. He said he will not let his children swim in the surrounding lakes. He said engineering studies will come but this is where it starts. He said he looks at this as a compatibility issue. He said he is passionate about this and wants to give the best guidance. He said he has seen this play book before. He said agriculture serves as a buffer to the residents and the lake and wildlife. He said he does not see this as compatible.

Commissioner Braswell said he gets that this landowner is not a developer but they will sell it to a developer who will build the most houses that they can on this property. He said this flies in the face about what staff has said about transition area. He said residential medium seems very inappropriate for this area. He said he will not support this.

Commissioner Troutman discussed the proposed land uses. She said they need to go RL-1 for the whole property and take residential medium out. She said this would make it more consistent with the neighborhood. She said she does not know if the applicant would be willing to make this change.

Commissioner Santiago said this is why she asked why it was not all proposed to be RL-1. She said they need to make it consistent and more compatible. She said she does not approve of the residential medium.

Mr. Allen said he understands the concerns about conservation, drainage and homes abutting swamps. He discussed the surrounding area around Lake Hancock. He said these are all important issues to address and they are addressing all of them. He said they will agree to voluntarily remove the 17 acres of residential medium land use

request and make it all RL-1. He said they recognize the concerns of the Board and take that very seriously.

Commissioner Scott said he appreciates the reprieve on intensity. He discussed the conservation areas surrounding Lake Hancock. He said he does not feel that this is compatible.

Commissioner Braswell said he agrees that it is not in the best interest to take the AAR land use out.

Chanda Bennett, Land Development, clarified that the one part does not go to the state; she said RL will only go to the state.

Motion to change all of the proposed land use changes to RL-1.

RESULT:	APPROVED
MOVER:	Becky Troutman
SECONDER:	Martha Santiago
AYE:	Troutman, Wilson, and Santiago
NAY:	Braswell, and Scott

P.6. Public Hearing (LDCPAL-2024-13 Alderman Road CPA) (Transmittal Hearing). This is an applicant-initiated Comprehensive Plan Map Amendment to change from Agricultural/ Residential Rural (A/RR) and Residential Low (RL) to Business Park Center (BPC) on 75.0± acres of a parent tract of 166.0± acres, and a related text amendment to Appendix 2.135 adding a reference that the subject site has development conditions in Appendix E of the Land Development Code (LDCT-2024-20), and relating to the 166.0± acre parent tract and a sub-district change from Business Park Center-1 (BPC1) to Business Park Center-2 (BPC2) on 51.0± acres (LDCD-2024-7). (No Fiscal Impact)

Minutes: Chair Wilson clarified that those remaining to speak are here for land use cases and not here for public comments.

Chanda Bennett, Land Development, showed slides and discussed LDCPAL-2024-13 and LDCT2024-13. She discussed the proposed map and text amendments. She reviewed the advertisements, mailers sent out, and emails received in support and in opposition. She discussed the site location and the existing surrounding land uses. She said staff is focusing on micro-compatibility versus macro-compatibility. She discussed the limitations and enhancements to the development site. She discussed the surrounding warehouse in this area and building heights and proposed buffers. She reviewed the Planned Development Locational eligibility score matrix and how this project scored. She discussed the justification for denial of this project. She said the Board is requested to take action on LDCPAL-2024-13 but LDCT-2024-13 is a first reading and no action is required.

Upon questions from the Board, Ms. Bennett confirmed that approximately 286 residential lots could be allowed for this property. She said the uplands in RL is 73.5 acres and 15 acres are in the wetlands. She said the staff and Planning Commission recommended denial.

Bart Allen, representing the applicant, introduced his expert witnesses and asked that they be allowed to testify as experts in their fields.

Motion to allow for expert witnesses.

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

Minutes: Mr. Allen said this property is approximately 165 acres north of I-4 and said the Knight Family has owned this property for a long time. He said they have been very involved in the project. He said they are requesting approximately 57 acres of business park center and the remainder to remain residential low. He said this land use is adjacent to existing futures land use of business park on the south side. He reviewed the changes that they have made since the denial at the Planning Commission. He said they will enhance the stormwater improvements and they are volunteering to commit to the enhanced standards. He said this will bring the intended use into compatibility on a micro level with the surrounding area. He reviewed the boundary lines. He said they have consolidated the site and have brought it to a modification that will be compatible. He discussed the future land use change and subdistrict request; he said they have consolidated the site. He said they believe the proposal is consistent and compatible with the existing neighbors.

Upon question, Mr. Allen said these modifications came after the denial of the Planning Commission. He said making these changes should have been done the first time around.

Mr. Mink clarified that the changes were made after the first denial at the Planning Commission. He said there were two Planning Commission hearings; the first hearing was a denial and the second hearing the applicant withdrew. Discussion followed between the parties.

Mr. Allen said they are requesting BPC-1 and BPC-2 on a portion of the property. He said with the limitations they are well within what is typically allowed. He said this is a less intense use. He said this area is in the transit corridor. He said this is consistent with the Comp Plan.

Diane Chadwick, Stantec, showed slides and discussed the land use zoning and compatibility context map. She said I-4 has become a very popular industrial transit corridor. She said Plant City has approved multiple industrial uses along I-4 and their eastern edge. She discussed the truck stop that is coming to this area. She said this area is in an industrial hub now. She discussed the I-4 corridor and Comp Plan consistency. She said open space is on the north side. She discussed the access roads and the western boundary buffer. She said the site meets the required criteria. She said this will be adjacent to many other industrial uses. She said they worked with staff on the creation of restrictions to make this compatible; she discussed the proposed amendments and restrictions. She reviewed the landscape buffers and

setbacks.

Upon question, Ms. Chadwick confirmed the one home remaining is the homestead property.

Mark Wilson, Kimley-Horn, said they have done a lot of work on this site. He said this is an open basin and will adhere to the 25 year and 100 year flood requirements. He said they know this area will flood and it will continue to flood. He discussed the drainage calculations and how Hurricane Milton affected this area. He said it is a 2,100 acre basin. He said they will stay out of the wetlands to provide flood storage. He said they will not impact the flow path and surface water impacts. He said they feel they have done a good job to cluster the impacts to the south.

Upon question, Mr. Wilson discussed the areas that will be excavated out deeper for more storage. He said they are doing cup for cup modeling.

Mr. Allen discussed the appropriate use for this site. He said looking at the existing mapping and designations in this area it is looking for more industrial uses. He discussed Frontage Road and said it becomes Swindell Road. He said they are continuing the trends that exist there today. He discussed the traffic improvements in this area and reviewed the concept plan. He showed slides of similar industrial buildings and their buffers. He said they have done a lot of evaluations for this property. He said the development of this area, investment in infrastructure and site building restrictions drive the form of the building. He said even in light of the staff and Planning Commission denial, they believe there are a number of ways they can look at this site. He said they believe what they are proposing is the most appropriate and sensitive to the residents. He requested an approval to transmit. He said there are property owners in this area that are also in support of this project; he submitted the signature pages.

Upon question, Mr. Allen said the site could be lower.

Commissioner Scott discussed the site elevation and the buffering.

Mr. Allen said he also has a 50 foot elevation for residential low.

Commissioner Scott asked what information was presented to the surrounding residents concerning this project. He discussed the calls that he has received from residents.

Upon question, Mr. Allen said he did not meet personally with any of the residents so he would not know what was presented. He said they did hold a community meeting and presented a number of different residential options and said they were all within the bounds of what is theoretical and potential on this property. He said there was nothing that was misrepresented.

Commissioner Scott discussed the letters received in support of this project. He said some of the citizens live 10 miles away from the property; he said that does not bode a lot of support for the project.

Mr. Allen discussed where the homes are located that are in support of this project. He discussed the emails that were received in opposition. He said they evaluated the emails in opposition for similar purposes; he said out of 29 emails there were 18 emails and 9 were duplicate; he said 1/3 of them were a repeat.

Commissioner Troutman discussed the number of possible homes that would be allowed in the 75 acres.

Upon question, Mr. Wilson said there are 255 homes that could possibly be built in this area. He said that would include 23 acres. He said there will be similar impacts with a subdivision. Discussion followed.

Upon question, Ms. Bennett said after their analysis they found 3-4 units will get you to 50 foot lots. She said something smaller gets you higher density.

Commissioner Troutman said they are looking at approximately 255-290 units.

Upon question, Mr. Allen said the changes that they made were significant and they did discuss the changes with staff.

Ms. Bennett said they did not give the applicant any recommendations on how to modify this project. She said in the end the issue is still that whatever they do the community to the west is still sandwiched on three sides by development.

Commissioner Scott said BPC is not compatible with the residential that is currently there no matter what changes they made.

Ms. Bennett said staff's denial considers the 24/7 nature of warehouses and commingling of truck traffic.

Chair Wilson opened the public hearing.

Edward Leonard said this does not fit this area. He said the Commissioners are smart enough to understand what the Planning Commission and staff are saying. He said the legal part of this is that it does not fit. He said he is smart enough to know when someone is blowing smoke. He said there is a legality to everything. He said they had 3 feet of water on the road during the hurricane. He said he appreciates staff looking at this and thanked the Board for their time.

Beverly Fitchett said there is a creek that runs behind her house and discussed the flooding in the area. She said there are homes surrounding the property and said this is not compatible for this area. She said they want to keep this area rural. She discussed the projects that have been previously denied in this area.

Linda Swindell said she lives right across the road from the business park. She said she does not want houses in this area. She discussed the traffic issues and the other warehouses in this area. She said she is in support of this project. She said they are already getting more subdivisions, but they need more jobs. She thanked the Board for their time.

LaNae Luttrell said this has been denied twice. She showed slides of the surrounding area and said residents chose to live in this area because of the agricultural zoning. She said this has been deemed a wildlife corridor and should be protected. She discussed the increased flooding. She said most of their property is in the 100 year floodplain. She said water will flow to the lowest point. She said due to over development her home is now is a flood zone. She said there is a current study being done on the watershed that is not complete. She said this will put Polk County at a liability if they approve this. She said the property owners want to sell for top dollar but it is the Board's responsibility to make sure it is compatible. She said there are other options for this property. She asked that they support staff's findings.

Commissioner Troutman asked Ms Luttrell if she lives in Polk County.

Ms. Luttrell stated that she lives in Hillsborough County but water knows no boundaries.

Alisa Kelly said her property is directly adjacent to this property. She said she is in favor of the warehouse. She said she does not want a large number of homes and the added traffic. She said she prefers a warehouse to 256 homes. She discussed the changes that are coming to this area.

Ms. Luttrell stated that she was also going to read a letter in opposition from someone who was unable to be here.

Chair Wilson asked her to sit back down and said he will consider letting her read it into the record.

Anthony Campbell said he and his family live on Alderman Road. He said they do not want the added traffic to come down Alderman Road. He discussed where his property is located. He said the commercial property is not that far away. He said he has lived here for 56 years. He said he does not want to see a residential subdivision put there.

Jeff Fitchett said staff has previously denied all of this. He said it is not compatible for this area. He said this is a rural area. He said he has lived in this area his whole life. He said this will be a domino affect of what will be happening in this area. He said he understands there will be development but a warehouse does not fit this area.

Janet Benton discussed where her property is located. She said Charlie Taylor Road is nothing but homes on top of each other, swampland and warehouses. She said Plant City is zoning industrial in this area. She said they are in an influx of residential and commercial crap. She discussed the wildlife. She said she does not know how this warehouse could not affect this area. She said she has lived in her home 32 years. She said they never had flooding in this area until WellDyne was built. She discussed the flooding after Hurricane Milton. She said this is not fair.

Jeff Raney discussed his property and the flooding in the area. He said he knows they have a right to sell their property. He said the traffic issues are already there. He said no one is addressing the needed infrastructure. He said all they want to do is build.

Dalton Wilson said he is for the development of the commercial property. He said they do not want residential houses built on this property because they will be in rough shape in 10 years. He discussed the surrounding commercial properties.

Justin Adams said he is here to speak for his family who live in this area. He said a housing development would be detrimental to the surrounding areas. He said it is not the Knights problem that the surrounding areas flood. He said whether there are houses or warehouses there is going to be flooding. He said he is in support of the warehouse.

Dennis Craig said WellDyne is the only large warehouse facility north of I-4; he discussed the site location. He discussed the frontage on Swindell Road that buffers their facility and discussed the access points. He discussed the conditions of Swindell Road. He discussed the trucks that are coming off of I-4 at Alderman and Swindell Road. He discussed the homes that are located on Swindell and Alderman Road.

Josh Briggs said he is in opposition of this project. He discussed the flood studies that were previously done in this area. He said they found in those studies that this area is undeveloped and should be limited. He said all of the properties were previously denied by Hillsborough County planning and then annexed into Plant City to get it approved. He said no matter the jurisdiction it is still in the watershed. He said I-4 is a buffer zone. He said the fear tactic of telling people there will be a high number of homes versus one warehouse to this property is misleading. He said they will still have to go through the process to get it approved. He said it is irresponsible at best.

Erica Summer said she is the listing agent the Knight family contacted help sell their land. She said this transaction was never taken lightly. She said they had a vision for their land and the neighborhood they have been a part of for many years. She said 100 years ago this landscape looked different. She said the Knights want to be thoughtful stewards of the land. She said despite easier paths they stayed committed to a buyer that held their same values. She said this is an emotional decision.

Christina Knight said she has lived on this property for 50 years. She discussed the cattle business and her health issues. She said this property is her retirement and she is ready to retire. She said it is time for a change.

Robert Hanson said he owns six parcels on Alderman Road. He said he would rather a warehouse be built in this area instead of homes. He said he has no issues with the warehouses in this area. He discussed the traffic issues. He said he is surrounded by WellDyne.

Kara Knight said the truth is that most of the people in this area are against all development. She said they fight it because they believe they can stop all development. She said there is a level of residential development that can come to this area without Board approval. She discussed the proposed project. She read the names of those who could not be here but who are in support of this project.

Mr. Allen said they have a piece of property that is ready to be developed. He said a

warehouse would be less intense than residential development. He said they are trying to put development in the right spot. He said this project is in the appropriate place. He asked that this be approved and transmitted to the Department of Commerce. He thanked the staff, citizens and the Board for their time. He requested approval.

Chair Wilson closed public hearing.

Commissioner Braswell said this was denied by staff and the Planning Commission. He said the applicant spent 30 minutes explaining drainage, which should be a huge red flag. He said the best scare tactic is telling citizens if this is not approved there will be a large number of homes built. He said it is the best one he has seen yet and he has been here for 11 years. He said this will be a no from him.

Commissioner Scott said there has been gas lighting about this project. He said citizens were told there would be 4,000 cars a day on Alderman Road and that is unfortunate. He said this hearing is on whether business park is compatible in this area. He said it is not about one choice or the other. He said RL-1 has vested rights and there are limitations. He said he is ready to propose a motion.

Commissioner Santiago said there will be development in this area. She said either commercial or residential will affect this area. She said she does not want to see commercial in this area.

Commissioner Troutman said that the true wish is that there be no development. She discussed property rights. She said when she looks at what is already vested in this area she struggles to see how residential would be less intense than commercial. She said the choice of no development is not an option. She said commercial is a fit to this area. She said they are talking about Polk County and how it exists today not 100 years ago.

Chair Wilson said he has heard a lot and everyone has property rights. He said there are people who have lived in this area a long time. He said most people want do not want change. He said this is not a development. He said he will not support this.

Motion to deny LDCPAL-2024-13.

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

P.7. Public Hearing (LDCT-2024-20 Alderman Road Text Amendment) (First Reading). This is an applicant-initiated Development Code text amendment to Appendix E adding Conditions for development on parent tracts totaling 166.0± acres, related to a Large Scale Comprehensive Plan Future Land Use designation change (LDCPAL-2024-13) from Agricultural/ Residential Rural (A/RR) and Residential Low (RL) to Business Park Center (BPC) on 75.0± acres, a Text Amendment to Appendix 2.135, and a sub-district change from

Business Park Center-1 (BPC1) to Business Park Center-2 (BPC2) on 51.0± acres (LDCD-2024-7). (No Fiscal Impact)

Minutes: This item heard with previous item.

Motion to not move forward to second hearing.

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

P.8. Public Hearing to consider the adoption of an Ordinance of the Polk County Board of County Commissioners prohibiting camping on certain property, unless specifically authorized.

Minutes: County Attorney Randy Mink discussed the adoption of an Ordinance prohibiting camping on certain property, unless specifically authorized. He recommended approval.

Chair Wilson opened a public hearing; no one spoke.

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

ANNOUNCEMENTS

Minutes: Chair Wilson adjourned the meeting at 12:57 p.m.



Polk County
Board of County Commissioners

Agenda Item H.1.

5/20/2025

SUBJECT

Approve Consultant Services Agreement (CSA) No. 2022-064-03 with Kisinger Campo & Associates Corp. to provide professional engineering services for Bone Valley ATV Park Campground. (\$864,752.29)

DESCRIPTION

In 2017, the County purchased +/- 300 acres to the north of the original Bone Valley ATV Park property for the purpose of expansion. Following the purchase, the County worked with Mosaic and FDEP to complete reclamation work to prepare for future development of the property for recreational ATV activities. Subsequently, staff successfully secured grant funding for the design, permitting, and construction of the now completed bridge over County Road 630 W, allowing users to safely travers between the two park properties.

Development of the expansion property is underway. Current amenities include a world-class motocross course and a roller coaster style trail known as the moto-coaster. This agreement will provide design, permitting and bidding assistance services to prepare for the construction of a campground, roads, and support facilities at Bone Valley ATV Park. Future plans include additional riding areas, a maintenance building, and concessions.

Funds are available in the Parks Capital Improvement Program (CIP) Project No. 3500047 / Bone Valley Campground for design services and construction.

RECOMMENDATION

Request Board approve CSA No.2022-064-03 with Kisinger Campo & Associates Corp. for professional engineering services for the Bone Valley ATV Park Campground.

FISCAL IMPACT

Funds are available in the Parks and Natural Resources CIP within the General Capital Improvement 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 & Natural Resources Division
(863) 534-7377
gayesharpe@polk-county.net

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 #: 2022-064-03 (Assigned by Procurement)

To be completed by the requesting Division:

Date: 02/06/2025 Division: Parks & Natural Resources

Project Manager's Name: Coral White Phone #: 863-344-1856

Project Name: Bone Valley ATV Park Campground

Total Project Budget: \$ 2,417,016.00 Project # 35000047

Estimate of Construction Cost: \$ 1,552,263.71

Proposed Consultant: Kisinger Campo & Associates Fee: \$ 864,752.29

Master Consultant Agreement # 2022-064

Attach Scope of Services Proposed by the Consultant (Exhibit "A")

Approved By: [Signature] Date 4/7/25
Division Director/Designee

Procurement Division

Date Received: 4/22/25 Date Reviewed by Analyst: 4/22/25

Approved by: [Signature]
(Procurement Director/Designee)

County Attorney's Office (Required for all CSA's)

Date Received: _____ Date Reviewed: 4/28/25

Approved by: [Signature]
(County Attorney Office Signature)

County Manager's Office (Required if consultant fee is greater than \$100,000)

Date Received: _____ Date Reviewed: _____

Approved by: _____
(County Manager Office Signature)

Additional Attachments: number of days to complete project, not to exceed/lump sum amount, justification for consultant selected, fee schedule, and Professional Liability COI (COI applicable to CSA only, description field must be project specific (contract requirement)).



Consultant Services Authorization

Firm	Kisinger Campo & Associates
Master Agreement No.	2022-064
CSA No.	2022-064-03
Project Name	Bone Valley ATV Park Campground
Project Description	Survey, Testing, Design, Permitting, & Engineering Services
Projects Exhibits and Attachments	Exhibit "A"- Scope of Services Exhibit "B"-Fee Schedule (Master Agreement) Exhibit "C"-Reimbursable Cost Schedule Exhibit "D"-Insurance Documents
Duration (in days)	To Project Completion
Compensation	Lump Sum: \$ 864,752.29
Special Contract Conditions	None
Insurance Requirements	Professional Liability
Liquidated Damages	\$ N/A Per Day
Budget Source/Availability	14931.350150002.5662030.3500047

IN WITNESS WHEREOF, the parties hereto have executed this CSA on this ___ day of _____, 20__.

Attest:
STACY M. BUTTERFIELD

POLK COUNTY, a Political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
Chairman
Board of County Commissioners

Date Approved by Board: _____

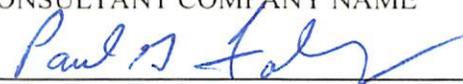
Review as to form and legal sufficiency
Noah Wilson 4/28/25
County Attorney's Office Date

Attest:

Kisinger Campo & Associates, Corp.
CONSULTANT COMPANY NAME



Corporate Secretary Ronald E. Gott



Authorized Corporate Officer

Paul G. Foley, P.E. - CEO/President

[Printed Name and Title]

SEAL

Date: May 6, 2025

Date: May 6, 2025

EXHIBIT A
SCOPE OF SERVICES

Exhibit "A"

PROPOSAL for Professional Services BONE VALLEY ATV PARK



Prepared for:



Parks and Natural Resources
4177 Ben Durrance Road
Bartow, FL 33830



March 2025

PROPOSAL
for
Professional Services
BONE VALLEY ATV PARK

Prepared for:



Parks and Natural Resources
4177 Ben Durrance Road
Bartow, FL 33830

Prepared by:



201 North Franklin Street, Suite 400
Tampa, Florida

March 31, 2025

Bone Valley ATV Park-North Property
Polk County Parks and Natural Resources
CSA No. 2022-064-03
Proposal for Professional Services

Project Intent

Polk County Parks and Natural Resources (PNR) intends to design and construct a campground and support facilities on County owned property located at 10426 Highway 630 West (CR 630), Fort Meade, Polk County, Florida 33841. The Polk County Board of County Commissioners (Owner) acquired this property from Mosaic for use as an ATV park. The expected result is to have a fully developed site plan for the north side of the park and construction plans with all permitting in place to bid the components of the campground, roads, and support facilities.

Project Description

This project will take place on the approximate 332-acre expansion of the existing Bone Valley ATV Park, located in southwest Polk County, approximately 9.5 miles west of Ft. Meade along CR 630. The park expansion will provide trail riding facilities for off road vehicles and motorcycles along with a campground with RV sites.

The project involves data collection and analysis, plan development, preparation of design and construction drawings, specifications, cost estimates, and permitting. The design for the project is expected to be completed within approximately 365 days or to project completion. The project schedule will extend until all permit close outs are completed.

Property Description

The property is located in southwest Polk County, in Township 31, Range 23, Section 36, and Township 31, Range 24, Sections 30 and 31, and composed of three (3) parcels:

- Parcel 24-31-31-000000-011030 194.63 acres
- Parcel 24-31-30-000000-022020 81.94 acres
- Parcel 23-31-36-000000-012010 55.54 acres

Summary – Design Requirements

1. Architectural Services
 - a. It is the intent of the County to use existing bathhouse/restroom and grand pavilion design from The Luntz Group. Additional buildings

- will be precast, “drop in place” buildings from Leesburg Concrete and kit shade structures from RCP shelters or equal
 - b. Architectural 3D perspective drawings
 - c. Design development site plan
- 2. Civil and structural engineering services
 - a. Traffic study, roadway entrance design and permitting, internal roadway system and parking surfaces construction details
 - b. Grounds preparation and drainage details
 - c. Layout of RV park
- 3. Mechanical Engineering Services
 - a. Well location(s) and potable water permitting and distribution design
 - b. Sanitary system design, specifications, permitting & installation details
- 4. Electrical Engineering Services
 - a. Power distribution design
 - b. Telephony
- 5. Quality Surveying
 - a. Concept Design cost plan
 - b. Design Development preliminary cost estimates
 - c. Detailed construction drawings and detailed bills of quantities
- 6. Geotechnical studies
- 7. Carry out geotechnical studies on the RV campsite and roadway
- 8. Environmental Impact Assessment
- 9. Surveying and mapping
- 10. Any other relevant design service(s)

Professional Scope of Services

Project Delivery Method

The Project Team’s services, compensation, and time schedule for performance of services are based on the use of the Design/Bid/Award/Construction with one prime construction contract project delivery system and are subject to adjustment if another delivery system is utilized.

Summary of Scope

Buildings

- Check in gate house / security
- Maintenance shed
- Bath houses / washrooms
- Grand pavilion / restrooms

- Concession area

Spaces

- 250 car parking (illuminated)
- Mobile home pad with utilities of caretaker
- Food truck multi-use concrete pad
- 66 pad RV / trailer campground with hookups
- Gray water / sanitary pump out
- Entry from SR 630
- Access / roadways from entry to site components

Service Disciplines

- Architectural Design
- Structural Engineering
- Mechanical Engineering
- Electrical Engineering
- Plumbing / Fire Protection Engineering
- Civil Engineering
- Traffic Engineering
- Wetland and Ecological Assessment
- Geotechnical Assessment
- Design Surveying

Deliverables – Summary (see Deliverable Table)

- Kickoff meeting
- Geotechnical Assessment
- Ecological Assessment
- Traffic Analysis Study
- Driveway Connection Permit
- Environmental Resource Program (ERP) Permit
- Site Survey
- Concept Plan
- 30% Schematic Design Plans
- 60% Design Development Documents / Plans
- 90% Construction Documents / Plans
- Final Design Plan Package for submission for permit and issued for bid
- Opinion of Probable Cost – all Design Disciplines all Phases
- Polk County Land Development Pre-Application Meeting Report

Services NOT Included in this Proposal

The following services are currently **not included** in this proposal:

- Motocross, Racetrack and Racecourse Design
- Contamination Assessment
- Quantity Surveying – Detailed cost estimate by outside estimator (at this time)
- Trail Wayfinding Signage
- U.S. Army Corps of Engineers Permitting
- Construction Phase Services or Construction Engineering Inspection (CEI)

Project Team

- **Kisinger Campo & Associates, Corp.**
 - Project Management
 - Environmental and Engineering Design Support
 - Wetland and Ecological Assessment
 - Environmental Permitting Support
 - Preliminary Gopher Tortoise Survey (20% survey)
 - Traffic Analysis Studies
- **CivilSurv, Inc.**
 - Design Survey
- **Madrid Engineering / CPWG, Inc.**
 - Geotechnical Assessments
- **Greenman-Petersen, Inc.**
 - Water Use Planning and Permitting
- **Archaeological Consultants, Inc.**
 - Cultural Resources Assessment
- **The Lunz Group Design Team**
 - Architectural Services
 - Structural Engineering
 - Mechanical Engineering
 - Electrical Engineering
 - Plumbing / Fire Protection Engineering
 - Utilities Analysis
 - Civil Engineering
 - Drainage Analysis
 - Permitting
 - Opinion of Probable Cost – all Design Disciplines and Aspects of Construction

Design Phases and Deliverables

I Conceptual Design Services

- **Project Initiation** - Project activities will commence within two (2) weeks after receipt of written authorization of Notice to Proceed (NTP), and pre-design information. A detailed project schedule will be provided within two weeks of NTP. Preliminary estimates of time associated with each phase of work are included below and will be further refined based on PNR review requirements. The Project Team shall prepare a preliminary evaluation of the program, schedule, project site, and other initial information as required. The Project Team shall submit the Conceptual Design Documents to the PNR Project Manager for approval. Written approval from the PNR Project Manager shall be required prior to commencement of subsequent phases of Project Development.
- **Deliverables** - Conceptual Design Deliverables are detailed in the attached proposal from the Lunz Group and are outlined below.
 - Pre-Design Package Executive Summary (11 x 17 digital presentation)
 - Deliverables for the Concept Design Documents shall consist of drawings and other documents to include Architectural conceptual site plan, conceptual floor plan, conceptual exterior elevations, and renderings.
- **Meetings**
 - Virtual Kick-off Meeting, Site visit (one [1] in-person, all disciplines)
 - Informing Meeting (one [1] Virtual, all disciplines)

II Schematic Design Phase Services – 30% Plans

- The Project Team shall prepare the Schematic Design Documents and provide them to the PNR Project Manager for approval. The Project Team will revise the Schematic Design Documents based on one (1) round of comments and feedback on the Schematic Design Phase and shall provide the revised Schematic Documents (Scheme B) for any comments additional by PNR. Additional modifications to the Schematic Design Documents will be accomplished in subsequent phases of the project. Written approval from the PNR Project Manager shall be required prior to commencement of subsequent phases of Project Development.

- The documents will include preliminary site plan, floor plans, elevations, and sections as appropriate and preliminary selection of major systems and construction materials.
- The Schematic Design Documents (30% design) will address the site and building massing, access and circulation, views to/from the building(s), concepts for grading, paving and water retention, as appropriate, the architectural character of site and exterior enclosures, the roof design, building functional issues, and preliminary Structural System.
- An Ecological Site Assessment will be performed for the property focusing on the footprint of the proposed improvements based on the Schematic Design. The limits of wetlands and other surface waters will be delineated and collected in a GPS data collector. The limits of wetlands and other surface waters in the linear mining pits near the proposed trail network will be approximated using survey data and existing LiDAR. A general wildlife survey will be conducted concurrently with the wetland work to identify wildlife utilization and potential protected species involvement. The results of the Ecological Site Assessment will be documented in an Environmental Technical Memorandum to support environmental permitting of the project.
- A Preliminary Gopher Tortoise Survey will be performed in accordance with current Florida Fish and Wildlife Conservation Commission (FWC) Guidelines to document potential involvement with this species. The preliminary survey will cover approximately 20% of the suitable habitat potentially impacted by the project and extend 25 feet outside of the proposed project footprint. No sand skink or blue-tailed mole skink habitat has been mapped in the project area, so a sand skink coverboard survey will not be required. No other species-specific wildlife surveys will be performed but may ultimately be required. The results of the gopher tortoise survey will be documented in a Gopher Tortoise Preliminary Survey Technical Memorandum. Coordination with FWC and gopher tortoise permitting is not currently included in the scope.
- A Topographic Survey will be prepared by CivilSurv, Inc. for the project area using a combination of LiDAR and field survey along CR 630. No tree or boundary survey services are currently included.

- A Design Geotechnical Exploration will be performed by Madrid Engineering / CPWG, Inc. The results of the subsurface investigations will be presented in a Preliminary Geotechnical Report documenting the findings of the exploration.
- A Cultural Resources Assessment Survey (CRAS) will be prepared by Archaeological Consultants, Inc. (ACI). Due to the extensive mining alteration on the property, a desktop/reconnaissance level analysis will be performed and documented in the CRAS. Although unlikely, if any historic resources are documented on the property, these will require recordation, which can be performed under the contingency budget.
- **Deliverables** – Schematic Design Deliverables are detailed in the attached proposal from the Lunz Group and are outlined below.
 - Deliverables for this phase shall include schematic floor plans, elevations, and diagrammatic sections.
 - Environmental Technical Memorandum
 - Gopher Tortoise Preliminary Survey Technical Memorandum
 - Topographic Survey
 - Preliminary Geotechnical Report
 - Cultural Resources Assessment Survey
- **Meetings**
 - Schematic Design Progress Meeting (one [1] virtual, all disciplines)
 - Schematic Design Presentation (one [1] in-person, all disciplines)

III Design Development Phase Services - 60% Plans

- Based on the Owner’s approval of Schematic Design Documents, the Project Team shall prepare Design Development Documents for the PNR Project Manager’s approval. The Design Development Documents shall also include outline specifications. The level of completion for this design set will be approximately 60%. Written approval from the PNR Project Manager shall be required prior to commencement of subsequent phases of Project Development.
- The Project Team will evaluate utility requirements for the project:
 - Check availability and capacity
 - Initiate approval process by utility companies
- A Traffic Analysis Study will be conducted to support access permitting and entrance roadway design. The Traffic Analysis study will be based on the

Schematic Design criteria. A Traffic Analysis Technical Memorandum will be prepared.

- **Design Development Deliverables** – Design Development Deliverables are detailed in the attached proposal from the Lunz Group and are outlined below. The following are elements that shall be included, and not limited to, the Design Development Deliverable package.
 - Drawings
 - Overall illustrative Site Plan
 - Paving and Landscaping Plan with Utilities
 - Typical Site Sections
 - Typical Site Details
 - Floor Plans
 - Reflected Ceiling Plans
 - Roof plan indicating access and location of major equipment
 - Main Building Elevations
 - Details
 - Typical Exterior Wall Sections
 - Typical Assembly Types
 - Key Exterior Details
 - Typical Partition Details
 - Interior Elevations for expressing interior materials and finishes, (excludes Interior Design Services)
 - Schedules
 - Room Finish Schedule
 - Door Schedule
 - Structural (with element sizes)
 - Foundation Plan
 - Floor Framing Plans
 - Roof Framing Plans
 - Details
 - Mechanical
 - System Layout Plans with Vertical Shafts, Air Intake and Exhaust, Equipment Rooms, and Roof Mounted Equipment
 - Distribution and Riser Diagrams
 - Electrical
 - Lighting Layouts
 - System Layout Plans with Vertical Risers and Equipment Rooms

- Distribution and Riser Diagrams
 - Traffic
 - Traffic Technical Memorandum
 - Draft Specifications
- **Meetings**
 - Design Development Progress Meeting (one [1] in person, all disciplines)
 - Design Development Meeting (one [1] virtual, all disciplines)

IV Construction Documents Phase Services - 90% and Final (100%) Plans

- The Project Team will provide Construction Documents based on the approved Design Development Documents submission and updated project budget. The Construction Documents will be based on AIA A201-Current Edition General Conditions with The Lunz Group’s modifications, and The Lunz Group Master Specifications. This will include detailed requirements for construction and include drawings and specifications that establish the quality level for systems and materials.
- **Construction Documents (90% Plans Issued for Owner Approval)** - The Project Team shall prepare Construction Documents for the PNR Project Managers approval. The level of completion will be approximately 90%.
- **Construction Documents (Issued for Building Permit / Bid)** - The Project Team shall prepare Construction Documents for Issuance for Building Permit / Bid.
- **Construction Documents (100% Plans Issued for Construction)** - Pending any review comments from the building department and inclusion of bidding addenda, the Project Team will develop Final Construction Documents - Issued for Construction (100%).
- **Deliverables** - Construction Document Deliverables are detailed in the attached proposal from the Lunz Group and are outlined below.
 - Final Construction Documents
 - Final Specifications

- **Meetings**

- Construction Documents Progress Meeting (one [1] in person, all disciplines)
- Virtual Meetings (three [3], all disciplines)

V Bidding Phase Services

- The Project Team will provide limited supporting services during the Bidding Phase to include:
 - Attendance at one on-site pre-bid conference (required disciplines)
 - Preparation of responses to bidders' requests for clarification

VI Construction Phase Services

- No Construction Phase Services to support the Owner during the construction of the project are included.

VII Post Completion Services

- No Post Completion services are included.

FDEP Mining and Mitigation Program Permitting

This Scope of Services includes coordination and permitting activities to ensure compliance with the Florida Department of Environmental Protection (FDEP) Mining and Mitigation Program (MMP). The property was previously mined for phosphate and the property is encompassed by two (2) Reclamation Plans under the jurisdiction of the FDEP MMP. One of these Reclamation Plans (WRG-HP-01[B][2]) is still within the 5-year monitoring period. Modification of this Reclamation Plan was done in 2023 and identifies the intended land uses consistent with the current conceptual plan for the property. However, discussions with FDEP MMP resulted in identifying the potential for new MMP permitting (there is not an active permit for the property), and further modification of the existing Reclamation Plan to be consistent with the ultimate plans developed for the property, as well as accounting for any changes to reclamation revegetation documented in the 2023 Modification. Therefore, this Scope of Services includes coordination with FDEP MMP, a Technical Memorandum documenting the coordination, and modification of the Reclamation Plan (2023 Modification) to be consistent with the ultimate design of the project.

Water Use Planning and Permitting

This Scope of Services includes planning and permitting activities intended to secure a Water Use Permit (WUP) from the Southwest Florida Water Management District (SWFWMD). The project is in the Southern Water Use Caution Area (SWUCA) and the Central Florida Water Initiative (CFWI) area. This Scope of Services assumes that this permit for water needed to support and operate the facility will fit within the threshold of a SWFWMD WUP General Permit by Rule. Work efforts needed to secure an Individual WUP are not included in this Scope of Services and will require supplemental services, which may include, but are not limited to, groundwater modeling, drawdown analysis and Minimum Flow and Level (MFL) site impact assessments, individual surface water environmental impact assessments, and mitigation of net Upper Floridan Aquifer (UFA) drawdown and any unacceptable impacts on surface water features. Due to criteria used by SWFWMD during evaluation of the WUP application, PNR is assumed to be the applicant on the WUP application (not Polk County Utilities), at this time. Please refer to additional details provided in the Greenman-Petersen, Inc. proposal, included by reference.

Well Construction Permit

This Scope of Services includes securing a well construction permit with his effort paid for from the Contingency Budget. A well contractor was contacted, and a written proposal was requested. Due to the amount of current unknown conditions regarding the exact type, size, and requirements of the well, as well as related issues with the WUP, described above, a written proposal for obtaining the well permit was not provided. However, through discussions with the well contractor, it is assumed that cost of the well permit can be accommodated within the Contingency Budget. The cost of constructing the well on site, and any required testing (e.g., BAC-T testing) is not currently included in this Scope of Services but will be further evaluated with the PNR as the project design progresses.

Project Cost Estimates

This Scope of Services does not include detailed estimates of construction cost by a professional Cost Estimator or General Contractor, at this time.

The Project Team will provide preliminary construction cost estimate based on unit prices for planning and preliminary budgeting purposes by the Owner. The Project Team will prepare Preliminary Estimates of Probable Construction Costs at the completion of the Phases listed below.

- During Conceptual Design (estimated June 2025)
- Conceptual Design Phase
- Schematic Design Phase

- Design Development Phase
- Construction Documents Phase

The Project Team will also provide documents for others to prepare detailed cost estimates. A professional Cost Estimator or General Contractor familiar with current local construction industry prices can be engaged on behalf of PNR, to assess the cost of the design at the end of the selected design phases. While we will endeavor to provide our design services for the project to meet the budgetary requirements set forth by PNR Project Manager, it is to be recognized that the Project Team has no control over the cost of labor, materials, or equipment, over the General Contractor's methods of determining bid prices, or over the current competitive bidding, market, or negotiating conditions. The Project Team shall be entitled to rely upon the accuracy and completeness of cost estimates prepared by others and provided by the PNR Project Manager. This Scope of Services is not based on a fixed limit of construction cost.

Qualifications

Attached Proposals from Design Professionals Proposing Services on this Project - The proposals from design professionals included as attachments to this Scope of Services are incorporated and made part of this proposal for professional services. Should conflicts among terms and conditions arise, the terms and conditions in these attached proposals will be subordinate to the terms and conditions included in the final CSA (CSA No.: 2022-064-03) and Master Agreement (2022-064) between Polk County and Kisinger Campo & Associates, Corp.

Existing Conditions - The Project Team will make no representations regarding the suitability for reuse of the existing structures on the site and is not responsible for the condition of the site or existing structures, if applicable.

Software - The Project Team will utilize REVIT and / or AutoCAD software for production of drawings. Drawings will be distributed within the Project Team in AutoCAD format. All CAD drawings shall be georeferenced and delivered to PNR in a format usable by ESRI GIS. For Specifications and Finish Schedules, the Project Team may use any or all the following software: Excel, Word, Studio Designer, InDesign, or AutoCAD. The Project Team will provide design documents based on a mutually agreed upon program format, schedule, and budget for the project.

Printed Plan Sets – This Scope of Services and fee includes providing two (2) sets of printed plans at the completion of each design phase for review by the PNR Project Manager.

Additional Services - The following summary includes items and services that are considered additional to the proposal outlined above. These services will only be provided if requested and approved in writing by the PNR Project Manager and will be billed at the hourly rates noted in the attached proposals or a mutually agreed upon lump sum fee.

- Demolition documents.
- Change Orders, Change Directives or revisions to the design and construction documents after previous Client approvals.
- Value engineering and modification to design and construction documents and specifications requiring preparation of design and construction documents for alternate pricing or re-pricing.
- Preparation of Construction Documents for Alternates.
- Additional submission packages exceeding the number specified in this proposal, as provided above.
- Detailed Cost Analysis (Quantity Survey) of the project by a professional estimator or General Contractor.
- Attendance at multiple pre-bid conferences.
- Field visits and Construction Phase Services or providing scheduled periodic representation in the field during construction beyond that stipulated in this proposal, as provided above.
- Substantial Completion Inspections.
- Final Completion Inspections.
- Services in connection with the activities of separate construction contractors.
- On-Site Observation or Construction Engineering and Inspection (CEI).
- Professional services due to default of the Owner's consultants, other design professionals, General Contractor or by major defects in the work.
- Coordination with governmental authorities, in excess of that included in this proposal, as provided above.
- Submissions for government approvals other than for building permit and other environmental permits included in this proposal, as provided above.
- Review and approval of proposed alternates or substitutes.
- Coordination and review of the PNR's other consultants' drawings and specifications requiring adjustments and modifications to the Project Team's drawings and documents.
- Multiple Reviews of Shop Drawings and Submittals.
- Acoustical Design Services.
- Building Commissioning Services.

- Renderings and Models beyond those stipulated in this proposal.
- Electronic Modeling (walkthroughs and fly-bys).
- Wind Analysis outside of analysis for the structures to be designed and constructed.
- Life Cycle Analysis.
- Tenant Design Criteria.
- Planning and design of tenant or rental spaces.
- Lease Plans.
- Marketing / Leasing Brochures.
- Record Drawings prepared from the General Contractor's as-built drawings upon completion of project.
- Meeting time beyond that stipulated in this proposal, as provided above.

Owner's Responsibilities

Prior to commencement of the work, PNR shall furnish to the Project Team full information as to their design requirements, operational standards and guidelines, preliminary program, proposed project schedule, total budget broken down for all areas, and all such information, which shall be pertinent to the creation and carrying out of the project's design intent.

PNR shall designate a single representative authorized to act on the Owner's behalf who shall make decisions with respect to the project. The Project Team will designate a main contact for project coordination. The authorized representative shall examine the design documents submitted by the Project Team and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the process of Project Team's design services.

The Project Team shall provide information and specifications for products and their manufacturer, sufficient to convey design intent. However, the Project Team will not bear any liability, should PNR choose to have the product made by a third party. It is the sole responsibility of the Owner and PNR not to infringe on any copyright, trademark, or design-right of the original manufacturer specified.

PNR will provide conceptual bubble diagrams, boundary survey(s), design information and specifications for buildings, existing permits, and all other information available for the project.

PNR warrants that in transmitting existing documents prepared by other designers or design professionals, or any other information, PNR is the copyright owner of such

information or has permission from the copyright owner to transmit such information for its use on the project.

Design Approval - PNR shall designate a project manager as the main contact for communication with The Project Team in relation to this project. The Project Team will designate a main contact for project coordination. PNR and the Project Team agree to immediately notify each other in writing of any change to the project manager and/or their contact information. PNR's project manager shall have the authority to administer all aspects of this contract on behalf of Owner. PNR's project manager shall attend all project meetings with the Project Team, particularly the initial kick-off meeting, and shall ensure that any other members of Owner's staff required for approvals are also in attendance at the initial kick- off meeting.

Compensation for Professional Services

The Project Team will provide professional services on a lump sum basis as presented in this proposal. The Owner shall compensate The Project Team with a Lump Sum Fee for each Project Deliverable in accordance with the Deliverable Table, for deliverables and services completed and accepted by the PNR Project Manager.

Invoices shall be prepared and submitted periodically to the PNR Project Manager and include lump sum fees for milestone billing at 50% complete and 100% complete for each deliverable shown on the Deliverable Table and accepted by the PNR Project Manager. The Owner is responsible for the cost of all permits (permit application and notification fees will be paid by the Owner by direct reimbursement as include on project invoices).

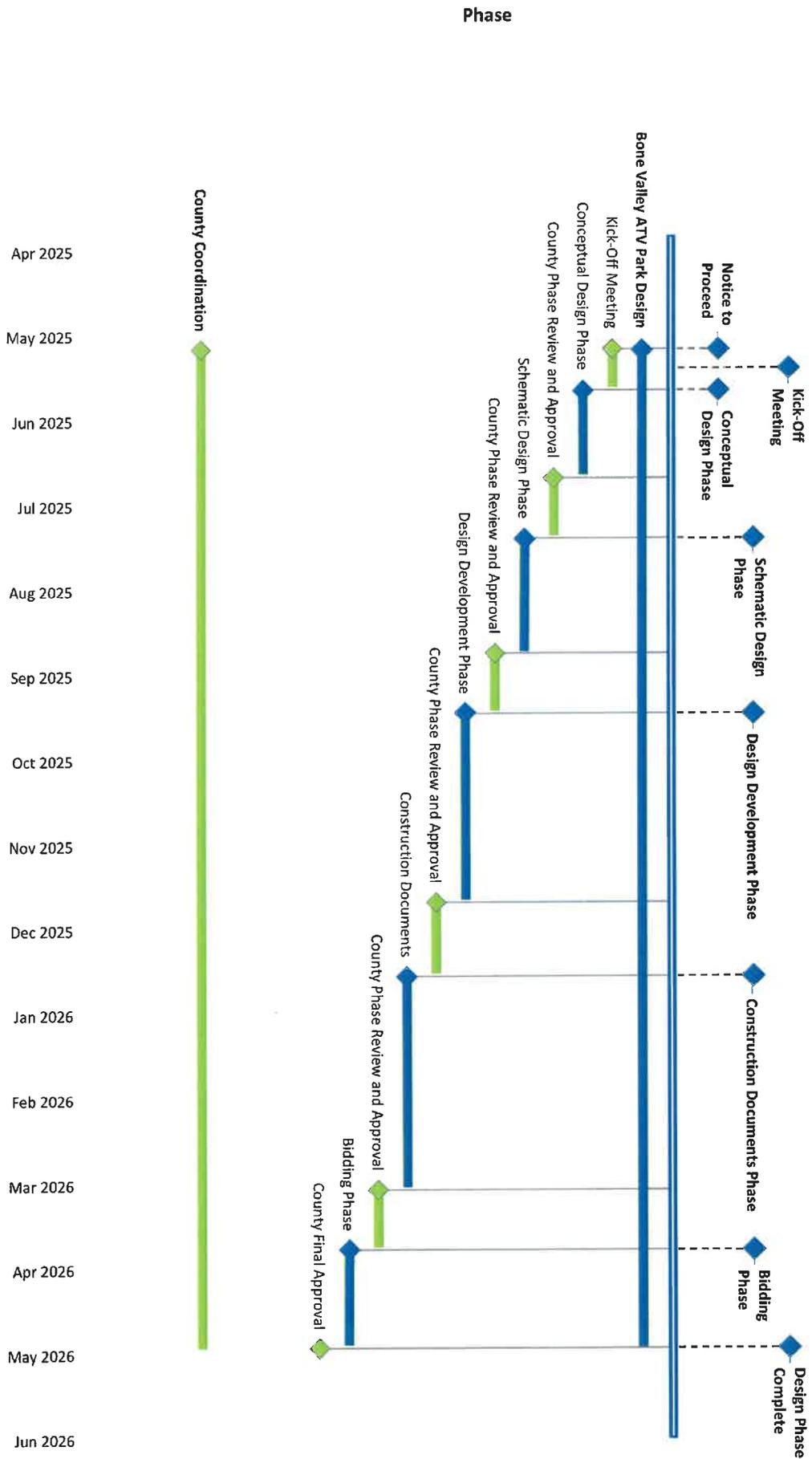
Changes to the scope of work including changes to previously approved documents, project schedule, project scope, or scope of services will result in additional services. Advanced written approval from the PNR Project Manager is required to perform any additional services. Performance of services to be paid for under any contingency amount included in the project budget requires prior written approval from the PNR Project Manager. The additional services will be performed at the hourly rates included below or for an agreed upon lump sum.

Polk County
 Bone Valley ATV Park
 Compensation Table CSA No. 2022-064-03

revised March 31, 2025

Phase	Task ID	Tasks	Deliverable						
	ID	Description	Total Fee	KCA	Lunz	CivilSurv	CPWG Madrid	GPI	ACI
Conceptual Design Services									
I	I.A	Project Initiation and Kick-Off Meeting							
	I.B	Topographic Survey	\$9,412.00	\$9,412.00					
	I.C	Conceptual Design	\$19,500.00			\$19,500.00			
	I.D.1	Water Use Planning and Coordination	\$58,990.00	\$14,426.00	\$44,564.00				
	I.D.2	Water Use Permitting	\$14,765.24					\$14,765.24	
	I.D.2	Water Use Permitting - SWFWMD Pre-Application Meeting	\$18,247.98					\$18,247.98	
Schematic Design Phase Services									
II	II.A.1	Draft Schematic Design Phase	\$35,965.00	\$6,594.00	\$29,371.00				
	II.A.2	Final Schematic (30%) Design Package - Plans and Documents	\$35,965.00	\$6,594.00	\$29,371.00				
	II.B.1	Geotechnical Field Services Memorandum	\$14,026.50				\$14,026.50		
	II.B.2	Geotechnical Laboratory Report	\$4,064.00				\$4,064.00		
	II.B.3	Geotechnical Preliminary Engineering Report	\$3,960.00				\$3,960.00		
	II.C.1	Environmental (Ecological) Field Assessment	\$17,952.00	\$17,952.00					
	II.C.2	Environmental (Ecological) Assessment Report	\$14,106.00	\$14,106.00					
	II.C.3	Preliminary Gopher Tortoise Technical Memorandum	\$16,728.00	\$16,728.00					
	II.D.1	Water Use Permitting	\$10,220.82						\$10,220.82
	II.D.2	Water Use Permitting	\$6,867.36						\$6,867.36
	II.E.1	Cultural Resources Assessment Survey	\$2,850.00						\$2,850.00
Design Development Phase Services									
III	III.A.1	Draft Design Development Phase	\$74,149.00	\$9,467.00	\$64,682.00				
	III.A.2	Final Design (60%) Development Package - Plans and Documents	\$74,149.00	\$9,467.00	\$64,682.00				
	III.B.1	Traffic Analysis	\$14,033.00	\$14,033.00					
	III.B.2	Access Permit Application	\$10,162.00	\$10,162.00					
III	III.B.3	FDEP Mining and Mitigation Program Permitting	\$19,860.00	\$19,860.00					
	III.C.1	Landscape Design Plans	\$0.00						
	III.D.1	Well Construction Permit Application	\$0.00						
	III.D.2	Water Use Permitting	\$7,033.36						\$7,033.36
Construction Documents Phase Services									
IV	IV.A.1	Draft Construction Documents	\$125,806.50	\$7,415.00	\$118,391.50				
	IV.A.2	Final Plans and Construction Documents	\$125,806.50	\$7,415.00	\$118,391.50				
Bidding or Negotiation Phase Services									
V	V.A.1	Final Project Design Completion Memorandum	\$57,681.00	\$4,520.00	\$33,161.00				
Total									
			\$772,100.26	\$168,151.00	\$502,414.00	\$19,500.00	\$22,050.50	\$57,134.76	\$2,850.00
			Contingency 12%						
			\$92,652.03						
			Total with 10% Contingency						
			\$864,752.29						
Permit Application and Noticing fees will be paid and reimbursed directly by the County									
Phase Description									
			Total	Kilinger Campo & Associates, Corp.	The Lunz Group Design Team	CivilSurv, Inc.	CPWG Madrid, Inc.	Greenman Petersen, Inc.	Archaeological Consultants, Inc.
I		Concept Design Services	\$120,715.22	\$23,838.00	\$44,364.00	\$19,500.00		\$33,013.22	
II		Schematic Design Phase Services	\$162,704.68	\$61,974.00	\$58,742.00		\$22,050.50	\$17,088.18	\$2,850.00
III		Design Development Phase Services	\$199,386.36	\$62,989.00	\$129,364.00			\$7,033.36	
IV		Construction Documents Phase Services	\$251,613.00	\$14,830.00	\$236,783.00				
V		Bidding & Permitting Phase Services	\$37,681.00	\$4,520.00	\$33,161.00				
VI		Construction Phase Services							
NOT INCLUDED AT THIS TIME									

Bone Valley ATV Park and Campground Design Schedule



Survey Proposal
CivilSurv, Inc.

March 1, 2024
Robert Whitman, Jr.
Chief Environmental Scientist/Sr. Project Manager
Kisinger Campo & Associates
201 N. Franklin Street, Suite 400
Tampa, FL 33602
Email: RWhitman@kcaeng.com

RE: Polk County Parks & Natural Resources Bone Valley ATV Park Site Development

Dear Mr. Whitman,

CivilSurv Design Group, Inc. is pleased to submit this proposal for the surveying and mapping services required for this project in Section 30 and 31, Township 31 South, Range 24 East. We look forward to working with KCA toward the successful completion of this project for Polk County BOCC.

I. SCOPE OF SERVICES

CivilSurv Design Group, Inc. will provide a topographic survey for the design of the park. We will provide topographic information along CR 630. The limits of the survey along CR 630 will be within the existing right of way along CR 630 from 200 feet west of the new bridge to the eastern property line of the of the site, approximately 1,400 linear feet. For the topographic mapping within proposed park limit existing LiDAR data from 2017 will be used. This data is in the form of a point cloud and will be used to create a digital terrain model. Then merged with the survey collected along CR 630 so there is one survey file with a contiguous surface.

A tree survey, bathymetry of ponds and a boundary survey are not included in this scope.

The survey services will comply with the Standards of Practice for Florida Surveyors and Mappers per Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472.027 Florida Statutes.

II. DELIVERABLES

CivilSurv will provide a MicroStation 3D CADD file, if preferred an Open Roads Design File, and a signed and sealed survey drawing.

III. FEES

The topographic services described above will be invoiced for the lump-sum fee of \$19,500.00.

IV. SCHEDULE

These services can be completed 10 weeks from notice to proceed.

CivilSurv Design Group, Inc. greatly appreciates this opportunity to work with KCA. If this proposal is acceptable, please provide a sub-consultant agreement. If you have any questions or comments, please contact me.

Sincerely,



Kenneth T. Glass, PSM
Vice President of Surveying and Mapping



Geotechnical Proposal
Madrid Engineering / CPWG, Inc.



February 21, 2024

Mr. Robert Whitman
KCA
201 North Franklin Street, Suite 400
Tampa, Florida 33602

Ref: Proposal for Preliminary Geotechnical Engineering Services
Bone Valley Off-Highway Vehicle (OHV) Park
Fort Meade, Polk County Florida
Madrid Proposal No. 15557

Dear Mr. Whitman,

Madrid Engineering Group, Inc., dba Madrid CPWG, (Madrid) has been requested to provide an estimate for a preliminary geotechnical exploration and evaluation for the proposed development in Fort Valley, Florida. Madrid thanks you for the opportunity to propose these geotechnical services and looks forward to being part of the design team. A review of project information, along with a proposed scope of services, schedule and fee are provided below.

Project Understanding

Madrid understands the project will consist of the construction of a new OHV Park facility, including several structures, such as gatehouse, bathhouse, washrooms, maintenance/storage building, pavilions, pads for RVs and food trucks, stormwater management system (SMS) to treat and dispose of stormwater runoff from the proposed development, drain field, and associated pavements. Site plan, structural loadings and grading details have not been provided at this time.

Based on our previous experience with the subject site, it is, generally, comprised of an abandoned phosphate mine, and we anticipate that an All-Terrain Vehicle (ATV) drill rig will be required to access the proposed boring locations. We will advise you of the need for difficult access time for providing access to the boring locations, should it prove necessary, prior to incurring any additional expense.

Should the above information or assumptions be inconsistent with planned construction, the Client should contact the Madrid office and allow necessary modifications to be made to the proposal.

AT THE READY

2030 State Road 60 East, Bartow, FL 33830
P: 863.533.9007

- Athletic Complex Design
- Commercial Development
- Construction Engineering and Inspection (CEI)
- Construction Management
- Environmental Services and Water Resources
- Geotechnical Engineering
- Landscape Architecture
- Land Development
- Materials Testing
- Municipal Services
- Parks and Recreation
- Pavement Management
- Planning
- Power Services
- Roadway Design
- Stormwater Services
- Sinkhole Services
- Structural Engineering
- Surveying and Mapping
- Transportation Utilities



Scope of Work

Field Exploration

We propose to perform the following services:

- Site reconnaissance and stake borings.
- Utility locates via Sunshine One Call (required 3 days prior to the field work).
- Mobilization to the site.
- Twelve (12) Standard Penetration Test (SPT) borings, each to a depth of 20 feet below existing grade (beg), within the anticipated structure areas.
- One (1) SPT boring to a depth of 15 feet below beg within the anticipated drain field area.
- One (1) Double Ring Infiltrometer (DRI) test within the anticipated drain field area.
- Twenty (20) SPT borings, each to a depth of 10 feet below beg, within the anticipated pavement and parking areas.

Preliminary Engineering Report

The results of the subsurface exploration will be presented in a preliminary geotechnical report. The preliminary geotechnical report will include the following items:

- A description of the site, fieldwork, laboratory testing, and general soil conditions encountered, together with a Boring Location Plan, and individual Test Boring Records.
- General commentary and our preliminary opinion regarding the feasibility of the proposed development on the selected site as it relates to geotechnical issues (structure(s) support, unsuitable soils, and groundwater) within the limited study area based on the boring locations.

Services Not Included in Scope of Work

- Survey of boring locations by Madrid (stakes may be left at boring locations for later survey if desired).
- Delineation of any deleterious materials encountered.
- Construction Documents and Specifications.
- Design/engineering services other than those described herein.
- Evaluation of subsurface conditions in other areas of the site other than those described herein.

Fee & Schedule



TASK 1: FIELD SERVICES

	QUANTITY	RATE	UNIT	COST
SITE RECON/STAKE BORINGS	1	\$ 624.00	/LS	\$ 624.00
ATV RIG MOBILIZATION	1	\$ 2,500.00	/LS	\$ 2,500.00
SPT BORINGS (0'-50')	455	\$ 16.00	/LF	\$ 7,280.00
BOREHOLE GROUT/BACKFILL (0'-50')	455	\$ 6.50	/LF	\$ 2,957.50
SUPPORT TRUCK	1	\$ 125.00	/DAY	\$ 125.00
DRI TESTING	1	\$ 540.00	/LS	\$ 540.00
Lump Sum Fee for Field Services				\$ 14,026.50

TASK 2: LABORATORY TESTING OF SOILS

VISUAL CLASS/BORING LOGS/PHOTO LOG	8	\$ 110.00	/HR	\$ 880.00
ORGANIC CONTENT	3	\$ 48.00	/EA	\$ 144.00
ATTERBERG LIMITS	5	\$ 132.00	/EA	\$ 660.00
MINUS 200 SIEVE PERCENT	35	\$ 50.00	/EA	\$ 1,750.00
MOISTURE CONTENT	35	\$ 18.00	/EA	\$ 630.00
Lump Sum Fee for Laboratory Testing				\$ 4,064.00

TASK 3: PROFESSIONAL SERVICES AND REPORT

LUMP SUM	1	\$ 3,960.00	/LS	\$ 3,960.00
Lump Sum Fee for Professional Services				\$ 3,960.00
TOTAL LUMP SUM FEE				\$ 22,050.50

This proposal is valid for 180 days from the date estimated. We anticipate beginning the field work within 2 weeks after receiving the authorization to proceed and field services may take 7 days to complete. The final report summarizing our findings will be completed in approximately 3 weeks following completion of the fieldwork. No additional work shall be completed without the client's prior approval. Should any additional work be required (such as additional drilling depth or delineation of deleterious materials based on findings), it will be billed at our standard unit rates.

Please refer to Madrid proposal number 15557 on all correspondence. If this proposal meets your approval, please sign in the space provided for Authorization to Proceed or provide a Purchase/Task Order and email a copy to our office. Should you have any questions or comments, please feel free to contact us.

Madrid Engineering Group, Inc.

Andre Kniazeff, P.E.
Geotechnical Engineering Division Leader

AUTHORIZATION TO PROCEED

Signature

Date

2030 State Road 60 East, Bartow, FL 33830
P: 863.533.9007



Madrid CPWG STANDARD PROVISIONS

- (1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform additional services ("Additional Services"), and such Additional Services shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including in-house duplicating, local mileage, telephone calls, postage, and word processing. Other direct expenses will be billed at 1.15 times cost. Technical use of computers for design, analysis, GIS, and graphics, etc., will be billed at \$25.00 per hour.
- (2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:
- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
 - (c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, zoning or other land use regulations, etc., upon all of which the Consultant may rely.
 - (d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
 - (e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
 - (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
 - (g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require or the Consultant may reasonably request in furtherance of the project development.
 - (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope and timing of the Consultant's services or any defect or noncompliance in any aspect of the project.
 - (i) Bear all costs incident to the responsibilities of the Client.
- (3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of an executed copy of this Agreement and will complete the services in a reasonable time. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.
- (4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:
- (a) Invoices will be submitted periodically, via regular mail or email, for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services until all amounts due are paid in full.
 - (b) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing.
 - (c) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.



(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Any authorization or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the Client and the Consultant. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Only printed copies of documents conveyed by the Consultant may be relied upon. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care.** In performing its professional services, the Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or

\$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable to the Client or those claiming by or through the Client for lost profits or consequential damages, for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters



that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(12) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(13) **Hazardous Substances and Conditions.**

(a) Services related to determinations involving hazardous substances or conditions, as defined by federal or state law, are limited to those tasks expressly stated in the scope of services. In any event, Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation.

1. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated. The parties shall decide if Consultant is to proceed with its services and if Consultant is to conduct testing and evaluations, and the parties may enter into further agreements as to the additional scope, fee, and terms for such services.

(14) **Construction Phase Services.**

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(15) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The

Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(16) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(17) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Water Use Planning and Permitting Proposal
The Greenman-Petersen, Inc. Team

Via Email

03.31.2025

Robert Whitman, Jr.
Chief Environmental Scientist/Sr. Project Manager
Kisinger Campo & Associates
201 North Franklin Street, Suite 400
Tampa, Florida, 33602

Re: Scope of Services and Cost Proposal to Provide Water Use Permitting Support for BONE VALLEY ATV PARK

Dear Robert,

Thank you for the opportunity to support the referenced project. Our understanding is that Polk County Parks and Natural Resources intends to design and construct a campground and an All-Terrain Vehicle (ATV) Motocross Racetrack and support facilities on County-owned property located at 10426 Highway 630 West (CR 630), Fort Meade, Polk County, Florida, 33841. The project is in the Southern Water Use Caution Area (SWUCA) and the Central Florida Water Initiative (CFWI) area. The expected result is to have a fully developed site plan and construction plans with all permitting in place to bid the components of the recreational facility. Kisinger Campo & Associates (KCA) is the lead consultant organizing the referenced project.

Greenman-Pedersen, Inc. (GPI) in association with our subconsultant AquaSciTech Consulting, PLLC (ASTC) proposes to provide Water Use Permit (WUP) support services needed for the project in support of KCA. The SWUCA and CFWI area are subject to restrictions that create substantial difficulties in permitting new individual Water Use Permits (WUPs) that draw water from the Upper Floridan Aquifer (UFA). Therefore, the GPI/ASTC team will focus on efforts to qualify the project for issuance of a General WUP Permit by Rule, which would be more achievable than an Individual WUP. This letter proposal outlines specific proposed GPI Team responsibilities and budget allocations as well as limiting assumptions.

Scope of Work Items

Task 1 Define and Advise on Project Water Use Needs

Determination of needed flow rates and establishment of rates below certain thresholds is critical to streamlined permitting. We will gather available information from existing water use by the site permittee, coordinate with KCA Team members regarding project component needs (e.g., potable supply requirements, landscaping options, fire flow options, etc.), prepare calculations for required quantification of required capacity, investigate availability and feasibility of lower quality water sources, and propose recommendations to keep groundwater needs below the General Permit threshold of 100,000 gallons per day (gpd) average annual daily flow (AADF) and less than 6-inch diameter well, with a total capacity less than 1 million gallons per day (MGD).

Task 2 Water Use Permit Application

GPI Team will complete all requirements of the General Permit by Rule WUP. Coordination with the Southwest Florida Water Management District (District) is expected to include a preapplication meeting with the District, preparing one response to a Request for Additional Information (RAI), and one follow up meeting. The difference in expected effort to complete the permitting process as a General Permit by Rule in comparison to an Individual Permit is substantial, with several uncertainties associated with the Individual Permit, so we have prepared this cost estimate with the expectation that the project will be able to meet the conditions for the simpler General Permit by Rule WUP. For example, the more complex Individual Permit likely would require groundwater modeling, Minimum Flow and Level (MFL) site impact assessments, individual surface water environmental impact assessments, and mitigation of net UFA drawdown and any unacceptable impacts on surface water features. Additional work may be performed at time and materials rates listed below under a project contingency, in the event that the District insists that a permitting pathway is required other than the General Permit by Rule with no impact analysis or mitigation.

Assumptions:

- Permittee will be Polk County Parks and Recreation Department
- General Permit by Rule WUP will be acceptable to the District
- No Individual WUP application
- Permit fees will be paid by others
- Additional CFWI rules do not apply due to General Permit by Rule pathway
- Project lies outside District-defined Upper Peace Creek Basin or project will be deemed to have no impact in Upper Peace Creek Basin by the District
- Project is inside the SWUCA but outside the Most Impacted Area (MIA), outside the Ridge Lakes Area, outside the Upper Peace Creek Basin, and deemed by the District not to adversely affect any MFLs based on its location and proposed pumpage rates and capacity
- Environmental Resource Permit (ERP) support limited to two coordination meetings (ERP application prepared by others on the project team)
- Web-based meetings only are anticipated
- No groundwater modeling
- No detailed environmental impact assessment (i.e., drawdown evaluation by surface water type and location)
- No fieldwork
- Client will provide the GPI/ASTC team with sufficient details of the project configuration to allow effective assessment of the water supply capacity requirements, including any history of existing water use on the site that will remain in the new configuration.

Deliverables

The following deliverables will be submitted electronically:

- Task 1A compiled notes on scope of data gathered and KCA team member communications
- Task 1B draft and final technical memo (comments on draft addressed within 20 working days)
- Task 2A notes from permit application communications with District
- Task 2B permit application or equivalent written submittal to District
- Task 2C Request for Additional Information response

Time of Performance

Work is anticipated to begin in 2025 and be completed on a schedule mutually-agreeable to KCA and the GPI Team.

Data Needs

The GPI Team will seek out publicly-available sources of tabular and GIS data to complete the project. We anticipate KCA Team members and the Polk County Parks and Natural Resources will assist the GPI Team in obtaining data within their possession relevant to project design details that will affect the water use requirements.

Method and Amount of Compensation

GPI requests compensation by lump sum. The table below summarizes the scope item descriptions, and line item budgets. The requested total project budget is \$57,134.76.

Task	Lump Sum
Task 1A. Data Gathering and Coordination	\$ 14,765.24
Task 1B. Recommendations Tech Memo	\$ 18,247.98
Task 2A. Pre-app Meeting and Prep	\$ 10,220.82
Task 2B. Permit Application	\$ 6,867.36
Task 2C. Request for Additional Information	\$ 7,033.36
Grand Total	\$ 57,134.76

Note: additional work may be performed under contingency, if requested, at the following time and materials rates: Principal Scientist: \$216.42, Staff Environmental Scientist: \$95.01, Data Scientist: \$88.50, Principal Engineer: \$260.00, Project Engineer: \$180.00.

We look forward to the opportunity to provide expert professional services to KCA. KCA can authorize these services by issuing a contract for the work. If you have any questions about the proposal, please feel free to contact me by phone (813-765-0874) or email (dschmutz@gpinet.com). The scope of work described above will begin immediately upon issuance of a signed contract and notice to proceed.

Sincerely,

A handwritten signature in black ink, appearing to read "Dan Schmutz", with a stylized flourish extending to the right.

Dan Schmutz, M.S.
Chief Environmental Scientist
3051 E. Livingston St., Suite 300, Orlando, FL 32803

**Cultural Resources Assessment Survey
Proposal
Archaeological Consultants, Inc.**



ARCHAEOLOGICAL CONSULTANTS INC.

Florida's First Choice in Cultural Resource Management

03/17/2025

Mr. Robert Whitman Jr.
Chief Environmental Scientist/Sr. Project Manager
Kisinger Campo and Associates

Cultural Resources Desktop Analysis: Bone Valley ATV Park, Polk County

Dear Mr. Whitman Jr.:

In response to your request ACI will conduct a Desktop/ Reconnaissance Cultural Resources Assessment Survey (CRAS) and report for the above referenced property in Polk County, Archaeological Consultants, Inc. (ACI) is pleased to provide the following information. ACI is familiar with both Polk County's history and prehistory; and our senior archaeologists are Registered Professional Archaeologists (RPA).

Based on your request as well as extensive alterations to the property from mining, ACI will conduct research and analysis, and prepare a Technical Memorandum detailing the results. ACI will utilize digitalized data at the Florida Master Site File (FMSF), the National Register of Historic Places (NRHP), the Polk County Property Appraiser, and previous archaeological reports in the area to identify previously recorded archaeological and historic resources in the project vicinity. ACI will also evaluate the archaeological/historic potential of the project area and detail the extensive modification of the area over time that has removed all archaeological potential. This analysis will include a reconnaissance survey to include photo documentation of current conditions to support the assessment and recommendations. The cost for this is \$2,500.

Although unlikely, if any historic resources (50 years of age or older) are located on the property, there is an additional fee of \$500 per historic resource, as the FDHR requires the historic resources (e.g., buildings, roads, canals) to be recorded in the report (Chapter 1A-46 FAC). The stripe mine is "historic" but further research is needed to determine if it needs to be recorded. Finally, these costs do include responding to standard Requests for Additional Information (RAI) from reviewers. If reviewers request additional research or survey beyond what was reasonably expected in the agreed scope of work, such comments/requests would be addressed under a separate agreement, as necessary.

If ACI is selected for this job, we will initiate the project within 5 working days after receiving this signed agreement and provide the draft Desktop and an invoice within 15 working days of project initiation. After receiving payment, ACI will finalize the Desktop for your use. ACI shall be compensated for all services within 30 days of the invoice date. Following this, ACI will provide a proposal for the CRAS and report.

Additional Terms and Conditions:

Additional Insured: If requested, Kisinger Campo & Associates (KCA) will be named as an additional insured with respect to the services to be performed under this agreement.

Confidentiality: ACI shall not directly or indirectly disclose to any third person or party information regarding the results of the CRAS prior to obtaining written permission from KCA.

Agreement: This agreement represents the entire agreement between the parties and may only be modified in writing signed by both parties.

Governing Law: This agreement shall be deemed to have been made in the place of performance of the Cultural Resource Services and shall be governed by and construed in accordance with the laws of the State of

A FULL SERVICE
CULTURAL
RESOURCE
MANAGEMENT
COMPANY

ARCHAEOLOGICAL
SURVEYS AND
EXCAVATIONS

HISTORIC
BUILDING
SURVEYS AND
EVALUATIONS

CULTURAL
RESOURCE
ASSESSMENTS

NATIONAL
REGISTER
NOMINATIONS

PRESERVATION
PLANNING

BIO-
ARCHAEOLOGY,
FORENSIC
ANTHROPOLOGY,
AND NAGPRA
COMPLIANCE

A MEMBER OF
ACRA

USWC **WOSB**
Federal
U.S. Women's Chamber of Commerce



ARCHAEOLOGICAL CONSULTANTS INC.

Florida's First Choice in Cultural Resource Management

Florida. Any controversy or claim arising out of this agreement, or breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its rules. Judgement on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Indemnity: ACI agrees to indemnify, protect, and hold harmless KCA from and against all liabilities, claims, or demands of every kind of injury, including death, or damages to any person or property related in any way to ACI's performance of this agreement, except to the extent such liabilities, claims, or demands are caused by the negligence or willful misconduct of KCA.

If the terms of this agreement are acceptable to the party responsible for payment, please sign, date, and return a signed copy of this letter to ACI. If KCA wishes to provide a contract reflecting our costs and schedule, there is an additional fee of \$350 for contract review. ACI's insurance coverage is attached for your use. ACI will initiate the project after the agreement has been fully executed by both parties.

Sincerely,

Party Responsible for Payment: _____

Signed: _____

Maranda Almy Kles, PhD, RPA
President

Typed Name: _____

Attachment: ACI Insurance Coverage
B25115/MAK/cf

Title: _____ Date: _____

Architecture Proposal
The Lunz Group Design Team

March 15, 2024
Revised March 28, 2024
Revised October 17, 2024
Revised February 25, 2025
Revised March 26, 2025

Mr. Robert Whitman Jr.
Chief Environmental Scientist/Sr. Project Manager
KCA - Kisinger Campo & Associates
201 N. Franklin St., Suite 400, Tampa, FL 33602

RE: CSA - Bone Valley ATV / RV Park Proposal Letter

Dear Robert Whitman Jr.,

Thank you for inviting The Lunz Group to provide our proposal for professional services to KCA - Kisinger Campo & Associates ("Client") and the County ("Owner"). The Lunz Group looks forward to partnering and collaborating with you and your team to develop Bone Valley ATV / RV Park, located in Mulberry, FL. Upon your review of our qualifications, we are confident you will conclude our project team has the required expertise to ensure a successful project outcome. We look forward to the opportunity to discuss our proposal with you and your team at your earliest convenience.

Project Understanding

"This project is a 335-acre expansion of an existing county park, Bone Valley OHV Park, located in the southwest of the county on CR 630. The Bone Valley Park addition will provide trail riding facilities for off road vehicles and motorcycles. There will be a recreational vehicle campground for visitors who wish to spend several days trail riding."

The extent of buildings to be design are as follows:

- Check In Gate House/Security
- Maintenance shed
- Bath Houses/Washrooms for RV area and grandstand area (2 per location)
- Grand Pavilion/Restrooms
- Concession Area

Spaces to be designed by The Lunz Group Design team: (Included in scope)

- 250 car parking (illuminated)
- Mobile Home Pad with Utilities for Caretaker
- Food Truck multi use concrete pad.
- 66 pad RV/trailer campground with hooks ups and accessories
- Gray water/Sanitary Pump out
- Entry from SR 630
- Access / roadways from entry to site components.

Scope to be provided by The Lunz Group Design team: (Included in scope)

- Conceptual Design 50% and Final, Schematic Design 50% and Final, Design Development, 50% and Final, Construction Documents 50% and Final, Permitting and Bidding phase services
- Estimate of Probable Cost to be completed at the end of each design phase. A cost estimate will be required in June 2025 to support securing funding for the project. Each cost estimate will consist of "Opinion of Probable Construction Cost for all Aspects of Construction."
- Project Management and Coordination
- Stormwater Drainage & Water Quality
- Transportation/Access considerations
- Conduct one virtual pre-application meeting with each of the following agencies having jurisdiction to confirm zoning, land use, levels of service, availability of utilities, availability of access, and specific design criteria and permitting requirements for the project.
 - Southwest Florida Water Management District (SWFWMD).
 - Polk County Development Review Services.
- Conceptual Site Plan and Pre-Application Meetings
 - Utilities Analysis
 - Provide schedule/fee of all permits necessary for site plan approval (site development permit). Include county and state approvals needed (SWFWMD, ERP, FDEP/FDOH, etc.)

The following are deliverables anticipated for this project; However, the list may not be all inclusive and some deliverables may not apply based on the final design:

- Kick-off meeting
- Geotechnical Assessment (Not Included - By others)
- Traffic study and driveway permit
- Well Construction Application and Permit (Not Included - By others)
- Environmental Resource Program (ERP) Permit
- FDP
- Site survey (Not Included - By others)
- Concept Design Plan (Digital and hard copy)
- Schematic Design Plans (Digital and hard copy)
- Design Development Plans (Digital and hard copy)
- Construction Documents Plans (Digital and hard copy)
- Bidding Documents excluding bid forms by others (Digital and hard copy)
- Cost Estimating after each design phase.
- Polk County Land Development Pre-Application Meeting Report
- Well Construction and Permitting (Not Included - By others)

Scope of Services:

See Exhibit A, B & C for consultant proposals and the full extent and defined scope of services.

Services to be provided by The Lunz Group Design team:

- Architectural Design of five (5) buildings
- Cost Estimating Allowance currently held in budget consultant to be selected Blue Cord
- Structural Engineering
- Mechanical Engineering
- Electrical Engineering
- Plumbing Engineering
- Civil Engineering
 - Landscape Design Services (Code minimum requirements)
 - Landscape Irrigation

Services to be provided by the Client / PNR:

- Wetland and ecological assessments
- Geotechnical assessments
- Surveys
- FDEP Mining and Mitigation Program permitting – KCA
- Professional Cost Estimator
- Permit Expeditor

Time Schedule for Services

Start-Up Time: Two (2) weeks after receipt of Notice to Proceed, pre-design information, written authorization to proceed.

I - Conceptual / Preliminary Design Services: Four (4) weeks.
Plus, time for Client Review, Approval, and Authorization to Proceed.

The Lunz Group shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to our services. The Lunz Group shall prepare a preliminary evaluation of the Owner's program, schedule, project site, and other initial information as required. The Lunz Group shall submit the Concept Design Documents to the Client and Owner for approval. Deliverables for the Concept Design Documents shall consist of drawings and other documents to include Architectural conceptual site plan, conceptual floor plan, conceptual exterior elevations and renderings.

II - Schematic Design Phase Services: Four (4) weeks.
Plus, time for Client Review, Approval, and Authorization to Proceed.
This phase will be delivered in 2 deliverables – 50% SD package and a Final SD package.

The Lunz Group shall review the program and other information furnished by the Owner and prepare a preliminary evaluation of the Owner's program. The Lunz Group shall review laws, codes, and zoning regulations applicable to our services. The Lunz Group shall prepare the Schematic Design Documents and provide them to the Client and Owner for approval. We anticipate commentary and are prepared for one (1) round of revisions based on feedback on the Schematic Design Phase and shall provide Scheme B for any comments by owner.

Written approval from Owner shall be required prior to commencement of subsequent phases of Project Development.

III - Design Development Phase Services: Eight (8) weeks.
Plus, time for Client Review, Approval, and Authorization to Proceed.
This phase will be delivered in 2 deliverables – 50% DD package and a Final DD package.

Based on the Owner's approval of Schematic Design Documents, The Lunz Group shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Documents and shall consist of drawings and other documents including plans, sections elevations, typical construction details, and diagrammatic layouts of building systems. The Design Development Documents shall also include outline specifications. The level of completion for this set will be approximately 60% of overall project completion.

IV - Construction Documents/Permitting Phase Services: Ten (10) weeks.
 Plus, time for Client Review, Approval, and Authorization to Proceed.
 This phase will be delivered in 2 deliverables – 50% CD package and a Final CD package.

Task IVa: Construction Documents (Issued for Owner Approval)

Based on Owner's approval of the Design Development Documents, The Lunz Group shall prepare Construction Documents for the Owner's approval. The level of completion will be approximately 90%. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems.

Task IVb: Construction Documents (Issued for Bid)

Based on Owner's approval of issued for Owner Approval set, and on the Owner's authorization of any adjustments in the project requirements, The Lunz Group shall prepare Construction Documents for Issuance for Bid and permitting.

Task IVc: Construction Documents (Issued for Construction)

Pending any review comments from the building department and inclusion of addenda bidding, The Lunz Group will develop a final set - Issued for Construction set.

V - Bidding Or Negotiation Phase Services: Four (4) weeks.
 Client Review and Award on Construction Contract.

VI - Construction Phase Services: Not included in basic services

Compensation for Professional Services

The Lunz Group will provide professional services on a lump sum basis. The client shall compensate The Lunz Group with a fee of **\$494,414.00** for the services outlined above. *Invoices shall be issued based on 50% and Final issuance packages delivered per phase.* Changes to the scope of work including changes to previously approved documents, project schedule, project scope, or scope of services will result in additional services. Advanced written approval from the Owner is required to perform any additional services. The additional services will be performed at the hourly rates below or for an agreed upon lump sum.

Breakdown of Lump Sum Fee by Phase - Includes:

Architectural, Structural, MEP/FP Engineering, Civil Engineering, Landscape Design and Cost Estimating Services

	Concepts	SD	DD	CD/Permitting	Bidding	Total
Civil	\$17,535	\$0	\$0	\$76,810	\$0	\$94,345
Architectural	\$15,829	\$39,732	\$81,829	\$90,418	\$31,161	\$258,969
Structural	\$0	\$4,000	\$8,000	\$12,000	\$0	\$24,000
MEP	\$0	\$9,010	\$31,535	\$49,555	\$0	\$90,100
Cost Estimating (Allowance)	\$9,000	\$6,000	\$6,000	\$6,000	\$0	\$27,000
Total	\$42,364	\$58,742	\$127,364	\$234,783	\$31,161	\$494,414

Reimbursables (Plotting and Delivery) \$8,000

The Lunz Group Hourly Rates

CEO/President	\$285.00
Managing Director	\$285.00
COO	\$240.00
Lead Architectural Designer	\$195.00
Lead Interior Designer	\$170.00
Project Manager	\$190.00
Senior Project Architect	\$200.00
Project Architect	\$180.00
BIM Manager	\$155.00
Senior Designer	\$140.00
Designer	\$100.00
Accounting Support	\$95.00
Administrative Support	\$75.00

MEP/FP - Luseo Engineering Hourly Rates

Principal	\$250.00
Senior Project Manager/Senior Project Engineer	\$175.00
Project Manager/Project Engineer	\$135.00
Senior Designer	\$120.00
Designer	\$90.00
Drafter	\$65.00
Administrative Staff	\$50.00

Structural Engineer - George F. Young, Inc. Hourly Rates

Principal Structural	\$240.00
Structural III	\$210.00
Structural II	\$170.00
Structural I	\$130.00

Civil Engineer - George F. Young, Inc. Hourly Rates

Principal Engineer	\$250.00
Engineer III	\$220.00
Engineer II	\$175.00
Engineer I	\$130.00

Existing Conditions

The Lunz Group will make no representations regarding the suitability for reuse of the existing structures on the site and is not responsible for the condition of the existing structures.

Design Approval

Client shall designate a project manager as the main contact of Client for communication with The Lunz Group in relation to this Project. The Lunz Group will designate a main contact for project coordination. The Owner and Client and the Lunz Group agree to immediately notify each other in writing of any change to the project manager and/or their contact information Client's project manager shall have the authority to administer all aspects of this Contract on behalf of Client. Client's project manager shall attend all project meetings with The Lunz Group, especially the initial kick-off meeting, and shall ensure that any other members of Client's staff required for approvals are also in attendance at the initial kick-off meeting.

Terms And Conditions

The Lunz Group and the Client agree to the Terms and Conditions of Attachment B.

Agreement

By signing below, Client agrees to the provisions of this proposal and agrees to pay The Lunz Group in accordance with those terms stated. Authorizing services described in this proposal shall be construed to mean agreement with the provisions of this proposal. If this proposal is not executed within 60 days from the issue date, The Lunz Group reserves the right to review Compensation, Payment Schedule, and Staffing Commitments. Until the time a formal AIA or other standard form of agreement between Client and Architect is executed this proposal and its associated terms and conditions will be the agreement between the Client and Architect for professional services.

Submitted by:

Approved by:

Signature

Signature

Craig Fennig, AIA, NCARB, LEED AP BD+C

Printed Name

Printed Name

Managing Director

Title

Title

March 15, 2024 (Revised March 28, 2024)
(Revised October 17, 2024, Revised February
25, 2025, Revised March 26, 2025)

Date

Date

Attachments:

- Attachment A - Scope of Services
- Attachment B - Terms and Conditions
- Exhibit A - Structural Proposal
- Exhibit B - Civil Proposal
- Exhibit C - MEP F/P Proposal

CC: Brit Kirby, The Lunz Group

Attachment A

Scope Of Services

CSA - Bone Valley ATV / RV Park
 March 15, 2024 (Revised March 28, 2024)
 (Revised October 17, 2024, Revised February 25, 2025, **March 26, 2025**)

Project Delivery System

The Lunz Group’s services, compensation, and time schedule for performance of services are based on the use of the Design/Bid/Award/Construction with one prime construction contract project delivery system and are subject to adjustment if another delivery system is utilized.

Design Services

The Lunz Group proposes to provide professional services including Architecture, Mechanical Engineering, Electrical Engineering, Plumbing Engineering, Fire Protection, Civil Engineering and **Cost Estimating**. These consultation services will be provided through outside consultants contracted to The Lunz Group.

The buildings are required to be provided as separate design packages. The design team shall provide a separate permit package for submission to the local municipality for permit review.

The Civil engineer shall provide drawings for submission to the specific municipalities and building departments outlined in this proposal.

The scope includes:

- Architectural Design of multiple buildings
- Structural Engineering
- Mechanical Engineering
- Electrical Engineering
- Plumbing Engineering
- Civil Engineering
- Landscape Design Services – Code Minimum
- **Cost Estimating**

The Lunz Group’s services do not include Design of the actual riding tracks with exception of coordination with civil engineer for grading and associated coordination.

Design Services Included in Proposal

DESIGN SERVICE/CONSULTANT	IN BASE PROPOSAL	CLIENT'S CONSULTANT	EXTRA SERVICE
Architecture – The Lunz Group	✓		
Site Surveys		✓	
Geotechnical Investigations, Reports, and Recommendations		✓	
Environmental Surveys, Studies, or Reports		✓	
Landscape Design: George F Young	✓		
Local Architect/Engineer of Record: The Lunz Group, Lueso Engineering, George F. Young	✓	✓	
Civil Engineer: George F. Young	✓		
Structural Engineer: George F. Young	✓		

Attachment A
Scope Of Services

Bone Valley ATV Park and Campground
March 15, 2024 (Revised March 28, 2024)
(Revised October 17, 2024, Revised February 25, 2025, Revised March 26, 2025)
Page 2 of 10

DESIGN SERVICE/CONSULTANT	IN BASE PROPOSAL	CLIENT'S CONSULTANT	EXTRA SERVICE
Mechanical/Electrical/Plumbing & F/P Engineer: Luseo Engineering	✓		
Telecommunications:			✓
Interior Design Consultant: The Lunz Group			✓
Graphic Design and Signage Consultant:			✓
Code Consultant:			✓
Construction Cost Estimating Consultant: Blue Cord to be selected allowance currently in budget	✓		✓
Accessibility Consultant:			✓
Acoustical/Vibration Consultant:			✓
Audio-Visual Consultant:			✓
Energy Consultant:			✓
Environmental Consultant:		✓	
Exterior Envelope Consultant:			✓
Irrigation Consultant:			✓
Life Safety/Fire Protection: Luseo Engineering	✓		
Lighting Consultant: Luseo Engineering	✓		
Security Consultant:			✓
Traffic/Parking Consultant: Luseo Engineering	✓		
Transportation Consultant:			✓
Tree Preservation Consultant:			✓
Value Engineering Consultant:			✓
Waterproofing Consultant:			✓
Wind Testing Consultant:			✓
Consultant:			✓

Notes to Above Table:

In Base Proposal: Included in Base Proposal. The Lunz Group will coordinate work of consultant.

Client's Consultant: The Lunz Group will coordinate with consultant retained directly by Client.

Extra Service: Consultant not included in Base Proposal but could be added upon Client's authorization.

I – Conceptual Design Services

The Lunz Group will review existing relevant information provided by the Owner and Client. The Lunz Group shall be entitled to rely upon all such information not limited to site plans, surveys, topography, zoning, existing building drawings/specifications, geotechnical reports, marketability reports, Owner's Design Standards, Client's program, design and construction schedule, construction budget, adjacent sites/structures, building restriction, etc. The Lunz Group will provide Pre-Design services consisting of Listen and Idea phases to gather project data, document and validate success metrics and offer design solutions. These elements will be assembled into a Pre-Design Services Package for review and approval by the Owner and Client.

Listen

During the Listen phase The Lunz Group team will seek to understand your project needs. Working with internal and external stakeholders to understand and document your project specific vision, mission and business needs as well as the project's success metrics. The Listen phase will encompass The Lunz Group project team's initial project startup and evaluation creating team understanding of the full scope of the project and will conclude with the executive summary including information from the following:

Deliverables

Executive Summary (11 x 17 digital presentation)

Conceptual design is limited to 2 schemes (scheme A & scheme B which includes one (1) round of revisions).

Architectural:

- Deliverables for the Concept Design Documents shall consist of drawings and other documents to include Architectural conceptual site plan, conceptual floor plan, conceptual exterior elevations and 1 "gray model" rendering to express the overall site arrangement. This rendering is only intended to express the layout and overall site adjacencies and is not intended for colors, finishes etc.
- Preliminary Cost Estimate of Probable Cost.

Civil:

- GFY will conduct the following activities from the notice-to-proceed (NTP) extending through project completion:
- Attend project Kickoff meeting in person with client and Polk County staff prior to commencing work to review schedule, project approach, and objectives.
- Attend one (1) on-site visit with the client to review additional design considerations. (estimated 2-hour on-site plus 2-hour round trip). Participate in general coordination (virtual meetings) with the client, client's representatives, and other specialty subconsultants during the preliminary and design phases (not to exceed 6 months). GFY has initially budgeted 25 hours for coordination and to address designs during preliminary and civil design phases.
- Overall project coordination, invoicing, and progress updates to client.
- Prior to exceedance of the initially budgeted hours for general coordination meetings, the client will be notified for approval to continue and be charged for additional hourly effort per the rate compensation table at the Project Manager/Sr. Engineer rate.

Idea

The Idea phase is a highly collaborative phase where The Lunz Group's team along with the Owner and Client and the Client's consultants will develop and evaluate the project success metrics in order to create the ideas. The Lunz Group's project team will continue to analyze data from the Listen phase pushing the boundaries and defining what's possible.

Meetings

- Kick-off call, Site visit (One (1) in-person, all disciplines)
- Informing Meeting (One (1) Virtual, all disciplines)

Attachment A
Scope Of Services

Bone Valley ATV Park and Campground
March 15, 2024 (Revised March 28, 2024)
(Revised October 17, 2024, Revised February 25, 2025, Revised March 26, 2025)
Page 4 of 10

II - Schematic Design Phase Services – drawing package for owner review and coordination

Based on the approved Pre-Design Package, along with any adjustments authorized by the Owner and Client, The Lunz Group will provide schematic design documents based on the mutually agreed upon program, schedule and budget for project. The documents will establish the schematic design of the project illustrating the scale and relationship of project components. The documents will include preliminary site plan, floor plans, elevations, and sections as appropriate and preliminary selection of major systems and construction materials.

The schematic design documents will address the site and building massing, access and circulation, views to/from the building(s), concepts for grading, paving and water retention as appropriate, the architectural character of site and exterior enclosures, the roof design, building functional issues, preliminary Structural System.

The Lunz Group will calculate areas and volumes to check the following against the program:

- Usable Area
- Area per Person
- Parking Count for car parking and RV parking

Deliverables

Architectural:

- Deliverables for this phase shall include architectural schematic floor plans, elevations, and diagrammatic sections.
- Preliminary Cost Estimate of Probable Cost.

Mechanical, Electrical and Plumbing / Fire Protection:

- Attend kickoff meeting with Client, Owner, Consultants, or Contractor (in person) for preliminary coordination purposes and to review basic concepts and project requirements.
- Provide site visit prior to schematic design.
- Perform preliminary utility load calculations, including coordination for new electricity service with Peace River Electric utility, if required.
- Provide Design Narrative, specific to each defined area.

Structural:

- Provide preliminary structural engineering layouts and sketches to provide support for the development phase.
- Specify the design criteria for delegated design items and specify required submittals for Engineer of record review.
- Attend weekly / biweekly meetings for coordination and provide input on structural systems.

Civil:

- Civil preliminary site plan with buildings located in conjunction with architectural design intent.

Meetings

- Schematic Design progress meeting (One (1) virtual, all disciplines)
- Schematic Design Presentation (One (1) in person, all disciplines)

III - Design Development Phase Services – drawing package for owner review and coordination

Based on the approved Schematic Design Documents and adjustments authorized by the Owner and Client, The Lunz Group will proceed with design development. We will illustrate and describe the design establishing the scope, relationships, forms, size, and appearance of the project by means of plans, elevations, and sections, typical construction details, and equipment layouts. The documents will identify major systems and materials and in general their quality levels.

Attachment A
Scope Of Services

Bone Valley ATV Park and Campground
March 15, 2024 (Revised March 28, 2024)
(Revised October 17, 2024, Revised February 25, 2025, Revised March 26, 2025)
Page 5 of 10

For utilities, The Lunz Group / Consultants will:

- Check availability and capacity.
- Initiate approval process by utility companies

The Lunz Group will update area and volume calculations to check the following against the program:

- Usable Area
- Area per Person
- Parking Count for car parking and RV parking

The Lunz Group will review the drawings for the following disciplines to verify that the information reflects the design intent and to help avoid conflicts.

- Structural
- Mechanical
- Electrical
- Plumbing
- Civil / Landscape Design Services

Design Development Deliverables:

The Design Development package shall be provided at 50% and then at final to ensure proper coordination during the development phase and allow for client input and review.

Deliverables for this phase shall include floor plans, sections elevations, typical construction details, and diagrammatic layouts of building systems. The following are elements that shall be included and not limited to in the package.

Architectural:

- Drawings
 - Overall illustrative Site Plan
 - Paving and Landscaping Plan with Utilities
 - Typical Site Sections
 - Typical Site Details
 - Floor Plans
 - Reflected Ceiling Plans
 - Roof plan indicating access and location of major equipment
 - Main Building Elevations
- Details
 - Typical Exterior Wall Sections
 - Typical Assembly Types
 - Key Exterior Details
 - Typical Partition Details
 - Interior Elevations for expressing interior materials and finishes. (Excludes Interior Design Services)
- Schedules
 - Room Finish Schedule
 - Door Schedule
- Draft specifications
- Preliminary Cost Estimate of Probable Cost.

Attachment A
Scope Of Services

Bone Valley ATV Park and Campground
March 15, 2024 (Revised March 28, 2024)
(Revised October 17, 2024, Revised February 25, 2025, Revised March 26, 2025)
Page 6 of 10

Mechanical, Electrical and Plumbing / Fire Protection:

- Review preliminary architectural plans and delineate critical MEP/FP system equipment and preliminary locations.
- Provide Mechanical (M series), Electrical (E series), Plumbing (P series) and Fire Protection-if required (FP) drawings for coordination with Client.
- Provide Fire Alarm layout to meet code (within E Series drawings).
- Attend one (1) site visit during DD, and attend (1) virtual meeting biweekly with Client, other consultants, owner and contractor (via webinar) for coordination purposes.

Structural:

- Provide structural framing updates as required to align for design intent.
- Attend weekly / biweekly meetings for coordination and provide input on structural systems.
- Provide construction specifications for primary structural components.
- Attend site / virtual meeting.

Civil:

- Utilities Analysis:
 - GFY has assumed that water/sewer connection points to public utilities are not available. Conceptual evaluation will include location of on-site septic tanks and drain fields.
- Provide schedule/fee of all permits necessary for site plan approval (site development permit). Include county and state approvals needed (SWFWMD, ERP, FDEP/FDOH, etc.)
 - Identify site plan permit (review) fees.
 - Identify any impact fees and other concurrencies that may be due and the required timing of such fee.
 - Outline site plan approval process, projected timing, and applicable land development code(s).
- Stormwater Drainage & Water Quality:
 - Identify water management district and any existing or pending approvals.
 - Review limitations of previous/impervious limits.
 - Incorporate extent of potential mitigations (environmental services provided by others). Provide mitigation options. Identify flood zone and Base Flood Elevation.
- Transportation/Access considerations:
 - Determine traffic study requirements.
 - Determine jurisdiction of abutting roads.
 - Identify best points of ingress/egress.
 - Consider fire department access requirements.
- GFY will conduct one virtual pre-application meeting with each of the following agencies having jurisdiction to confirm zoning, land use, levels of service, availability of utilities, availability of access, and specific design criteria and permitting requirements for the project.
 - Southwest Florida Water Management District (SWFWMD).
 - Polk County Development Review Services.
- Deliverables:
 - GFY will provide client with one (1) engineering site plan (in pdf format) for review and comment.
 - Approved engineering site plan to be used on subsequent tasks.
 - GFY will provide client with meeting minutes from each of the completed agency meetings.

Attachment A

Scope Of Services

Bone Valley ATV Park and Campground

March 15, 2024 (Revised March 28, 2024)

(Revised October 17, 2024, Revised February 25, 2025, Revised March 26, 2025)

Page 7 of 10

Meetings

- Design Development progress meeting (One (1) in person, all disciplines)
- Design Development Meeting (One (1) virtual, all disciplines)

IV – Construction Documents/Permitting Phase Services

The Construction Documents package shall be provided at 50% and then at Final construction documents to ensure proper coordination during the Construction Documents phase and allow for client input and review.

The Lunz Group will provide Construction Documents based on the approved design development submission and updated project budget. The documents will be based on AIA A201-Current Edition General Conditions with The Lunz Group's modifications, and The Lunz Group Master Specifications. This will include detailed requirements for construction and include drawings and specifications that establish the quality level for systems and materials. The Lunz Group and its consultants will issue final construction documents to the local jurisdiction for permit review and approval and address any comments in order to finalize the permitting process.

The Lunz Group will confirm that the following area and volume calculations meet the program:

- Usable Area
- Area per Person
- Parking Count

Deliverables

Architectural:

- Construction documents – Final construction documents S&S PDF package for submission to municipality for permit review.
- Specification Book

Mechanical, Electrical and Plumbing / Fire Protection:

- Provide Mechanical (M series), Electrical (E series), Plumbing (P series) and Fire Protection (FP) drawings for final review and coordination with Client.
 - The construction drawings shall be provided for application of building permits and construction purposes.
 - Provide signed and sealed drawings for submission to local AHJ's and respond to building department comments.
 - Attend one (1) site visit during CD and attend one (1) virtual meeting biweekly with Client, other consultants, owner and contractor (via webinar) for coordination purposes.

Structural

- Provide structural framing updates and/or retrofits as necessary.
- Attend weekly design coordination meetings with architect and other engineering disciplines to review progress and schedule.
- Provide construction specifications for primary structural components.
- Submit signed and sealed construction documents for Construction.
- Provide (1) site visit for coordination with other disciplines.

Attachment A
Scope Of Services

Bone Valley ATV Park and Campground
March 15, 2024 (Revised March 28, 2024)
(Revised October 17, 2024, Revised February 25, 2025, Revised March 26, 2025)
Page 8 of 10

Civil:

- Civil construction drawings will be electronically submitted to the client at the following milestones for review and comment. Based on comments received during the review, GFY will finalize the construction drawings:
 - 30% design: includes overall site plan, and landscape general improvement areas.
 - 60% design: addresses review comments, includes survey and pertinent civil design details.
 - 90% design: addresses review comments, includes pertinent civil design details.
 - 100% design: addresses review comments, includes all applicable civil design details.
 -

Meetings

- Construction documents progress meeting (One (1) in person, all disciplines)
- Virtual meeting (Three (3), all disciplines)

V - Bidding or Negotiation Phase Services

Bidding Documents

Preparation of bidding requirements / document and forms are not included in Scope of Services. The Lunz Group shall assist in the bidding process, but the Owner shall provide the actual bid documents that will be sent to the bidders.

The following services below (VI & VII) are not included in basic services currently. Services shall be discussed later if requested by the client.

Construction Administration Phase – N.I.C. – Not part of basic service

VI -Construction Phase Services – Not Included in scope of work for this proposal

No Construction Phase services included.

VII – Post Completion Services

No Post Completion services included.

Project Cost Estimates

The Lunz Group will hire a cost estimator to provide an initial cost estimate in June 2025 to aid in securing funding for the project. Each cost estimate will consist of "Opinion of Probable Construction Cost for all Aspects of Construction and will be prepared after each design phase up to and including the construction documents phase. The Lunz Group and its consultants have no control over the cost of labor, materials or equipment, over the General Contractor's methods of determining bid prices, or over the current competitive bidding, market, or negotiating conditions. This Scope of Services is not based on a fixed limit of construction cost unless The Lunz Group is permitted to include contingencies and determine project scope, systems, and materials to be included in construction documents.

Qualifications

The following items are qualifications to the proposal outlined above.

- The Lunz Group, at its option, will utilize REVIT or AutoCAD software for drawings. For Specifications and Finish Schedules, The Lunz Group may use any or all of the following software: Excel, Word, Studio Designer, InDesign or AutoCAD. We will provide design documents based on a mutually agreed program, schedule and budget for the project. All consultants working with The Lunz Group will adhere to The Lunz Groups BIM Execution Plan.

Attachment A
Scope Of Services

Bone Valley ATV Park and Campground
March 15, 2024 (Revised March 28, 2024)
(Revised October 17, 2024, Revised February 25, 2025, Revised March 26, 2025)
Page 9 of 10

Additional Services

The following items are services that are additional to the proposal outlined above. These services will only be provided if requested and approved in writing by the Owner and will be billed at the hourly rates noted herein or a mutually agreed upon lump sum fee.

- Dimensional Survey of Existing Field Conditions.
- Existing Conditions Survey.
- Demolition documents.
- Change Orders, Change Directives or revisions to the design and construction documents after previous Client approvals.
- Value engineering and modification to design and construction documents and specifications requiring preparation of design and construction documents for alternate pricing or re-pricing.
- Preparation of Construction Documents for Alternates.
- Additional submission packages exceeding the number specified in our basic services.
- Detailed Cost Analysis [Quantity Survey] of the Project.
- Attendance at multiple Pre-Bid Conferences
- Field visits and Construction Phase Services or providing scheduled periodic representation in the field during construction beyond that stipulated in our basic services.
- Substantial Completion Inspections in excess of one inspection.
- Final Completion Inspections in excess of one inspection.
- Services in connection with the activities of separate construction contractors.
- On-Site Observation.
- Professional services due to default of the Client's consultants, other design professionals, General Contractor or by major defects in the work.
- Coordination with Governmental Authorities.
- Submissions for Government approval other than for building permit.
- Review and approval of proposed alternates or substitutes.
- Coordination and review of the Client's other consultants' drawings and specifications requiring adjustments and modifications to The Lunz Group's documents.
- Multiple Reviews of Shop Drawings and Submittals beyond those stipulated in our basic services.
- Acoustical Design Services.
- Building Commissioning Services.
- Renderings and Models beyond those stipulated in our basic services.
- Electronic Modeling (walkthroughs and fly-bys).
- Wind Analysis outside of analysis for the structures to be designed and constructed.
- Life Cycle Analysis.
- Tenant Design Criteria
- Planning and design of tenant or rental spaces.
- Lease Plans.
- Marketing / Leasing Brochures.
- Record Drawings prepared from the General Contractor's as-built drawings upon completion of project.
- Meeting time beyond that stipulated in our basic services.
- Construction Administration Services.
- LEED certification.
- Payment of Permitting Fees.
- Permit Expeditor
- Well Design or Permitting.
- FDEP Mining and Mitigation Program Permitting.

Note:

Refer to the consultant's proposals (Exhibits A, B, C) for specific exclusions not outlined above. Specific exclusions apply to each consultant for their specific scope of work.

Attachment A
Scope Of Services

Bone Valley ATV Park and Campground
March 15, 2024 (Revised March 28, 2024)
(Revised October 17, 2024, Revised February 25, 2025, Revised March 26, 2025)
Page 10 of 10

Client's Responsibilities

Prior to commencement of the work, the Owner shall furnish to The Lunz Group full information as to their design requirements, operational standards and guidelines, preliminary program, project schedule, total budget broken down for all areas, and all such information which shall be pertinent to the creation and carrying out of the project's design intent.

The Client shall designate a single representative authorized to act on the Client's behalf who shall make decisions with respect to the project. The Lunz Group will designate a main contact of the Lunz Group for project coordination. The Owner, or such authorized representative, shall examine the design documents submitted by The Lunz Group and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the process of The Lunz Group's design services.

The Lunz Group shall provide information and specifications for products and their manufacturer, sufficient to convey design intent. However, The Lunz Group will not bear any liability, should the Owner choose to have the product made by a third party. It is the sole responsibility of the Owner not to infringe on any copyright, trademark or design-right of the original manufacturer specified.

Owner warrants that in transmitting existing documents prepared by other designers or design professionals, or any other information, Owner is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

End Of Scope of Services

Attachment B

Standard Terms and Conditions

CSA - Bone Valley ATV / RV Park

March 15, 2024 (Revised March 28, 2024)

(Revised October 17, 2024, Revised February 25, 2025, Revised March 26, 2025)

Standard of Care

The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

Existing Conditions

To the extent that any portion of this project involves the remodeling, rehabilitation of or tie-in with an existing structure, the Owner shall furnish, at the Owner's expense, all information, requirements, reports, data, and instructions required by this Agreement. The Architect may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof, subject to the limitations contained within such documentation, in addition to its own visual observation of the existing structure. The Architect cannot be held responsible for errors in reports or existing conditions in documents or reports that were not prepared by Architect or its consultants, which cannot be visually/physically verified. The Architect shall notify the Owner of any materially significant assumption it is making within its design which conflicts with information provided by the Owner. Furthermore, to the extent that any portion of this project involves the remodeling, rehabilitation of or tie-in with an existing structure, and there is any concern about mold, moisture or mildew, the Owner shall authorize Architect to retain moisture and mold consultant(s) as additional services as may be reasonably required for the discovery, evaluation and remediation of existing water intrusion, moisture and/or mold conditions.

Design Contingency

The Client acknowledges that additional costs may result due to the imperfect nature of the design and construction process and that the final design cost and/or construction cost of the project may exceed the design budget and/or construction budget. The Client should prepare and plan for clarification and modifications which may impact both the cost and schedule of the project. Therefore, Client agrees to set aside a reserve in the amount of five percent (5%) of the Cost of the Work (as defined in AIA Documents B101-2017 and B103-2017) as a design contingency to be used, as needed, to pay for any such increased costs and changes. The Client agrees to make no claim against the Architect for any increased cost within this contingency amount. If costs due to changes resulting from design errors, omissions, inconsistencies, or incompleteness exceed the contingency, then the Architect shall be responsible for such costs incurred by Client but only to the extent caused by Architect's negligent performance. Cost increases as a result of Client requests made after Construction Documents are issued for permit, changes in governmental agency requirements after previous approval, or unforeseen conditions are not costs due to errors, omissions, or inconsistencies. In no event shall the Architect be responsible for direct costs that Client would have incurred in the construction contract but for Architect's error or omission.

Cost Estimating

Estimating is not included as a service on this project. Evaluations of the Owner's Project budget, the preliminary estimate of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's judgment as an Architect familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

BIM

All models will be modeled at a level of detail of LOD 300. Basic interference check "clash detection" will be included in base scope and fee. Any additional LOD level and/or interference check will result in an additional service.

Additional Services

Company and its consultants will provide additional services when requested by the Client on a Lump Sum basis as mutually agreed by the Client and Company or, in the absence thereof, on an hourly basis, either according to the Hourly Rate Schedule included in this Agreement or, in the absence thereof, at Company's then current standard hourly billing rates. Directed changes to items previously approved will be considered Additional Services. Additional services shall not be performed prior to receipt of written authorization from the Client to proceed.

Company Insurance

Company will maintain commercial general liability, automobile liability, workers compensation and employee liability insurance reasonably necessary in connection with Company's performance of its services, and professional liability insurance with a coverage limit of not less than \$5 million per claim and annual aggregate while providing services for this Project and for three years thereafter.

Instruments of Service

The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

Documents prepared by the Architect for this Project are intended for use solely with respect to this Project and Architect shall retain all rights, including ownership and copyright. Provided Client remains current in its payment obligations to Architect, Client is granted a non-exclusive license to use, copy and reproduce documents in connection with the construction, repair, maintenance, use and occupancy

of, and publicity for, this Project. Other uses shall be negotiated separately. Architect reserves the right to photograph the Project and to be identified as designers of the Project in all Project marketing materials.

If the Client, or anyone for whom the Client is contractually responsible, makes or permits to be made any changes to the construction documents prepared by the Architect and its sub-consultants without obtaining the Architect's prior written consent, the Client shall assume full responsibility for the consequences of the unauthorized changes, waives any claim against the Architect and its sub-consultants, and releases the Architect and its sub-consultants from any liability arising directly or indirectly from such changes. The Architect shall not be liable to the Client for any incidental, indirect or consequential damages related to the project or this Agreement, which shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages incurred by the Client.

Claims And Disputes

The Client shall promptly report to the Architect any known or suspected defects in the Architect's services. The Client agrees to impose a similar requirement on all others under Client's control and shall require all subcontracts at any level to contain a similar requirement. Failure by the Client or those for whom Client is responsible to notify the Architect shall relieve the Architect of the costs of remedying the defect above the sum the remedy would have cost if prompt notification was given when the defect was first discovered.

Any claim, dispute or other matter in question arising out of or related to this Agreement or Project shall be subject to non-binding mediation as a condition precedent to commencing any legal action or lawsuit.

Dispute Resolution

This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case, not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this proposal.

Waiver of Consequential Damages

The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. Consequential damages include, but are not limited to, loss of use and loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

Assignment

Neither Architect nor Client shall assign this agreement without written consent of the other party, not to be unreasonably withheld. Notwithstanding the foregoing, Architect has the right to assign this agreement to an affiliate of Architect without the consent of the Client.

Termination

Time limits established by this Agreement shall not, except for reasonable cause, be exceeded by the Client or Architect. Reasonable cause shall expressly include but is not limited to a pandemic or other similarly serious illness, disease, epidemic, or public health issue, market conditions, equipment lead times, and any orders, advisories, restrictions, or directives of any public or governmental agencies or officials with respect thereto that impact the Client's or Architect's ability to perform its obligations under this Agreement; and any unavoidable cause beyond Architect's control. In the case of reasonable cause, the affected party's time for performance shall be equitably adjusted and Architect's compensation shall be equitably adjusted.

If the Owner fails to make payments to the Architect within forty-five (45) days, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. Should the Owner fail to cure the breach following a suspension, Architect may terminate this Agreement upon an additional seven (7) days' notice.

If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

Either party may terminate this Agreement upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

Hazardous Materials

Definition of Hazardous Materials. As used in this Agreement, the term "hazardous materials" shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes), bacteria, fungus, mold, or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site (hereinafter collectively referred to as "hazardous materials").

Hazardous Materials – Suspension of Services. Both parties acknowledge that the Architect's scope of services does not include any services related to the presence of any hazardous materials. In the event the Architect or any other party encounters any hazardous materials, or should it become known to the Architect that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the Architect's services, the Architect may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Owner retains appropriate consultants or contractors to identify and abate or remove the hazardous or

Attachment B

STANDARD TERMS AND CONDITIONS

CSA - Bone Valley ATV / RV Park

March 15, 2024 (Revised March 28, 2024)

(Revised October 17, 2024, Revised February 25, 2025, Revised March 26, 2025)

Page 3 of 4

toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. Architect shall not be responsible for locating or abating any hazardous materials.

Hazardous Materials Indemnity. The Owner agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, partners, employees and consultants (collectively, "Architect Indemnitees") from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any hazardous materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the Architect Indemnitees.

Waiver of Claims for Hazardous Materials. In consideration of the substantial risks to the Architect in rendering its services in connection with the Project due to the potential presence or suspected presence of hazardous materials as defined herein, at or near the jobsite, the Owner agrees to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause of action of any kind, including but not limited to negligence, breach of contract or warranty, either express or implied, strict liability or any other causes, against the Architect, its officers, directors, partners, employees or subconsultants, which may arise out of or may in any way be connected to the presence of such hazardous materials.

Publicity Acknowledgement

The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

Indemnification

With regard to the professional services performed and to be performed hereunder by or through the Architect, Architect agrees, to the fullest extent permitted by law, to indemnify and hold the Owner harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the proportionate extent that Claims are caused by Architect's negligent services or willful misconduct. The indemnity obligations provided under this section shall only apply to the extent such Claims are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligence or willful misconduct of Architect. These indemnity obligations shall not apply to the extent said Claims arise out of, pertain to, or relate to the negligence of Owner or Owner's other agents, other servants, or other independent contractors, including the contractor, subcontractors of contractor or other consultants of Owner, or others who are directly responsible to Owner, or for defects in design or construction furnished by those persons; and

With regard to any acts or omissions of the Architect in connection with this Agreement which do not comprise professional services, the Architect further agrees to indemnify, defend and hold harmless the Owner from and against any and all claims, demand actions, causes of action, losses, liabilities, costs, reasonable attorneys' fees and

litigation expenses (all of the foregoing being hereinafter individually and collectively called "claims") provided that any such claim is attributable to bodily injury, death, or property damage suffered or incurred by, or asserted against, the Indemnified Parties to the extent, but only to the extent, that the claims are the result of any negligent act or omission by the Architect, its consultants or subconsultants or anyone for whom the Architect is responsible under this agreement, excluding, however, bodily injury, death or property damage arising out of the rendering or failure to render any professional services by the Architect (which is covered by Section 9.10.A.1 above).

The Owner agrees, to the fullest extent permitted by law, to indemnify and hold Architect harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Owner's willful misconduct or gross negligent acts, errors, or omissions.

Neither Owner nor Architect shall be obligated to indemnify the other party in any manner whatsoever for the other party's own gross negligence or willful misconduct.

Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect to the Owner for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Architect to the Owner shall not exceed the Architect's insurance coverage available at the time of settlement or judgment. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, except for acts of willful misconduct or unless otherwise prohibited by law.

While the Architect shall be liable for its gross negligent acts and errors, the Architect and the Owner hereby agree as follows regarding the Architect's liability arising out of or relating to this Agreement and/or the Project to which it relates: (i) in relation to any negligent omissions by the Architect, the Architect's liability shall be limited to the cost, expenses or damages suffered or incurred by the Client as a result or consequence of any such negligent omissions, but in no event shall the Architect be liable for the cost of the labor, equipment, services or materials which the Architect negligently omitted which, if they had not been omitted, would have been included in the Project and paid for by the Client in any event; and (ii) in relation to both the provisions of "(i)" just preceding this clause, and in relation to any and all other claims for losses, expenses, costs, liabilities and damages of any kind whatsoever for which the Architect may otherwise be liable, the Client agrees that the maximum amount for which the Architect may be responsible or liable is the Architect's fees in relation to this Project.

Should the Client to decide to move forward with the project without engaging the Architect to perform Construction Phase Services, Owner waives all claims against Architect related to the use of the Instruments of Service and will defend, indemnify, and hold harmless the Architect for any claims, liabilities or damages arising out of or related to the use of the Instruments of Service.

Attachment B

STANDARD TERMS AND CONDITIONS

CSA - Bone Valley ATV / RV Park

March 15, 2024 (Revised March 28, 2024)

(Revised October 17, 2024, Revised February 25, 2025, Revised March 26, 2025)

Page 4 of 4

Miscellaneous

For purposes of this Agreement, Architect is an independent contractor. Nothing in this Agreement shall be construed as creating an employer-employee relationship, an agency relationship, or a fiduciary relationship between Architect and the Client, or as creating a partnership, a joint venture, a corporation, or any other manner of business association or corporate entity of any kind among the Parties.

The Client shall provide and timely supplement the Architect with all agreements, which may relate to or affect the project's programming, design, construction and/or administration prior to the Architect beginning any professional service, or at the time an agreement becomes available.

Client agrees that any self-performed work will not interfere with the Architect's services or affect the Architect's standard of care. The Client shall timely coordinate all self-performed work to allow the Architect's services to proceed as agreed. Client's failure to coordinate its work, timely act, and/or timely disclose all material information related to the project may constitute substantial non-performance under this Agreement. During the Construction Phase the Client acknowledges and agrees to accept all Client directed/ performed deviations from the Contract Documents, as noted by the Architect. Further the Client agrees to indemnify and hold Architect harmless for any claim, damage, or expense resulting from these deviations.

The Client shall cooperate fully with the Architect, to proceed with the project on the basis of trust and good faith, and to perform its responsibilities, obligations and work in a manner that allows the Architect to timely and efficiently perform its services.

Architect shall not be required to sign and/or stamp construction documents or permit sets, or provide the Client with Architect's final deliverables, until Architect has received the Client's written acceptance of Architect's proposal, of which these Terms and Conditions are a part, or the parties have executed another form of agreement in lieu of such proposal. The Client shall coordinate Architect's duties and responsibilities set forth in the contract for construction with Architect's services set forth in these Terms and Conditions. The Client shall provide Architect a copy of the executed agreement between the Client and contractor.

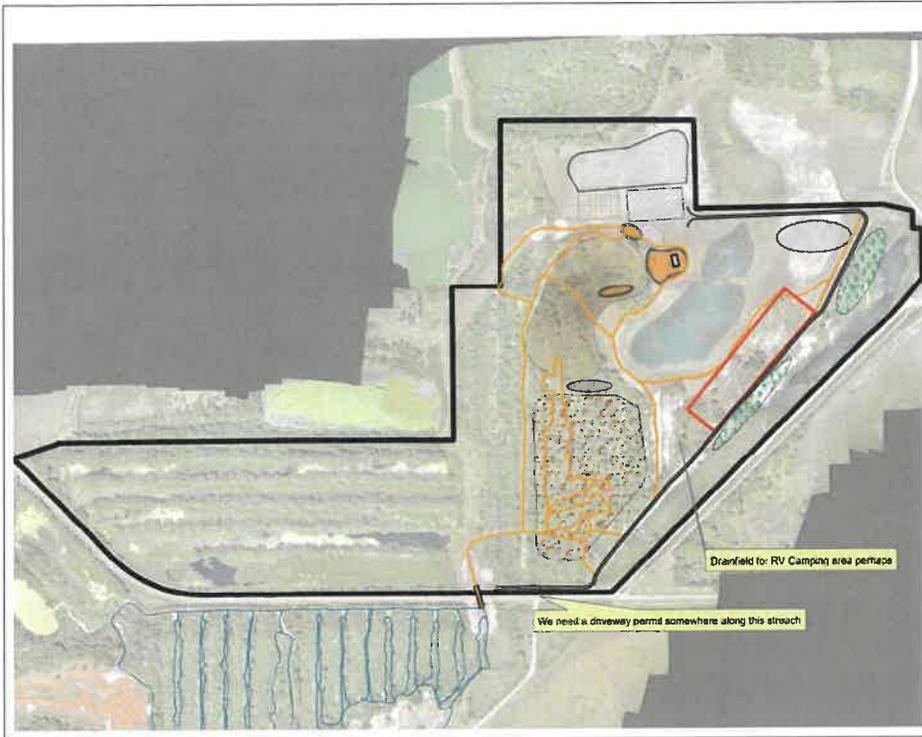
If the services covered by this Agreement have not been completed within thirty (30) weeks / seven and a half (7.5) months of the date hereof, through no fault of Company, extension of Company's services beyond that time shall be considered an additional service.

Pursuant to Florida Statutes Section §558.0035 (2013), an individual employee or agent of The Lunz Group (Architect) may not be held individually liable for negligence.

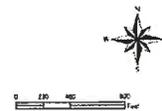
End of Terms and Conditions

March 14, 2024

**BONE VALLEY
 OHV PARK
 Proposed
 Development**



- Legend**
- Bone Valley Trails
 - BV - 2 Roads
 - BV - 2 RV LOT
 - New Addition Trails
 - BV-2 Maintenance-lay down area
 - BV 2- Multibuse area
 - BV2-Concession Service Area
 - BV - 2 Primitive Camping
 - BV2-Parking
 - BV - 2 Race Staging
 - BV - 2 Spectator area
 - BV-- ATV track
 - BV 2 Bridge
 - Bone Valley Addition



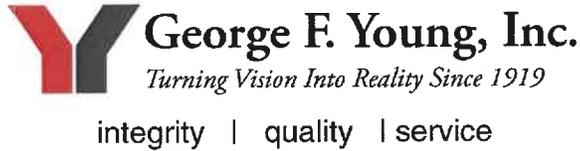
PROJECT PROPOSAL

Bone Valley OHV Park

Proposal #: 24001700TT

Prepared for **The Lunz Group**
 58 Lake Morton Dr
 Lakeland, FL 33801
 James Pendley
 P: (863) 682-1882 | E: jpendley@lunz.com

Prepared by **George F Young, Inc.**
 1408 N Westshore Blvd, Suite 205
 Tampa, FL, 33607
 Daniel Diaz, P.E.
 P: 727.657.0773 | E: ddiaz@georgefyoung.com



March 14, 2024

The Lunz Group
58 Lake Morton Dr
Lakeland, FL 33801

Dear Jimi,

In response to your request, George F. Young, Inc. (GFY) is pleased to provide you our proposed scope and fee for professional structural engineering services for the Bone Valley OHV Park project located in Polk County, FL. This scope reflects previous correspondence regarding the property and project, our understanding of the project, our research efforts, and the information provided. We trust the information contained in the attached proposal is consistent with your understanding.

Our basic scope of services amounts to XXXXX in structural engineering fees and expenses. We are open to additional scope discussions and subsequent fee negotiations or general condition adjustments that may need to be made upon your review.

We appreciate the opportunity to be of service to you on this project and look forward to working with you on the successful development of the project. Please feel free to contact me if you should have any questions or require any changes.

Sincerely,

George F. Young, Inc.

Daniel Diaz, PE
Vice President, Structural Engineering
P: 727.657.0773
E: ddiaz@georgefyoung.com



727.657.0773



1408 N Westshore Blvd, Suite
205, Tampa, FL, 33607



www.georgefyoung.com



TABLE OF CONTENTS

ABOUT US	4
PROJECT UNDERSTANDING	6
COMPENSATION SCHEDULE	7
GENERAL CONDITIONS	8
STANDARD RATE SCHEDULE	13
PROFESSIONAL AGREEMENT ACCEPTANCE	14



GEORGE F. YOUNG, INC.

ABOUT US

Welcome to George F. Young, Inc.

Everything we do is about creating and improving the communities we live in. We achieve this by helping our partners turn their vision into reality. We are a full-service engineering and surveying firm ready to take on our client's challenges.

George F. Young brings new thinking and fresh ideas to every project. Through communication and training, we stay well engaged in the ongoing development of new technologies, processes and regulatory changes in the engineering and survey industries. If there is a way to do it better, we find it!

Beginning in 1919, the idea was simple: "provide the highest attention to solutions and stay passionately committed to integrity, quality, and service". As one of the most recognized, long-standing companies in Florida, we offer a dedication to serving our clients with the very best service. We do that by embracing a passionate culture of putting the customer at the center of everything we do.

The multiple projects completed over the decades have resulted in a solid reputation for outstanding technical knowledge, based on our experience, and the promise to approach each project with attention and integrity.

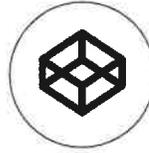


From Concept to Completion

Our expertise includes both land development engineering and site-specific design for hospitality, multifamily, retail, institutional, industrial, community and recreational uses, for the public and private sector.

From project concept through completion, we will provide the resources of our experienced staff of professionals, technicians, and specialists who are dedicated to delivering service second to none. Our approach is combining our full service, in-house team and assigning one project manager, whether it's for one service or various services, and to provide a single point of contact with coordinated effort to seamlessly move your project from start to finish.

We continue to stand by the core values that our founder, Mr. Young, built this company on and will remain passionately committed to integrity, quality and dedication to superior service and long-term relationships.



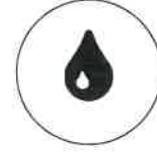
Structural & Civil Engineering



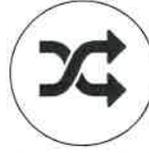
Traffic Engineering



Land Surveying



Water Infrastructure



Subsurface Utility Engineering



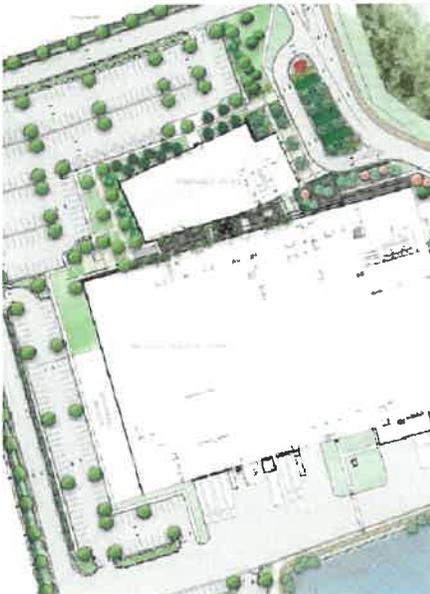
Utility Coordination



GIS



Ecology





PROJECT UNDERSTANDING

This project consists of a 335-acre expansion of an existing county park, Bone Valley OHV Park, located in the southwest of the county on CR 630. The Bone Valley Park addition will provide trail riding facilities for off road vehicles and motorcycles. There will be a recreational vehicle campground for visitors who wish to spend several days trail riding.

Structural design is anticipated for the following structures with a total approximated area of 15,000 SF:

- Check In Gate House/Security
- Bath Houses/Washrooms
- Grand Pavilion/Restrooms
- 250 car illuminated parking
- Food Truck multi use pad
- Concession Area
- 66 pad RV/trailer campground
- Gray water/Sanitary Pump out
- Maintenance shed

The construction of the new buildings is anticipated to be pre-engineered metal (PEMB) or precast concrete structures with shallow foundations on grade. The design of the foundations will be coordinated with the recommendations by the Geotechnical Engineer of Record for the project.

The design team will provide design submittals for Schematic Design, Design Development, Construction Documents and Construction Administration.

1
2
3

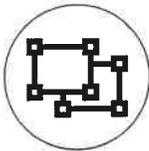
BASIC SCOPE OF SERVICES

Based upon our understanding of the Project as described above, George F. Young, Inc. intends to provide the following Basic Scope of Services. This scope of services has been prepared based upon usual and ordinary design, permitting, and construction procedures, as well as specific discussions between representatives of both parties.



01 // Schematic / Design Development Phase

1. Provide preliminary structural engineering layouts and sketches to provide support for the development phase.
2. Specify the design criteria for delegated design items and specify required submittals for Engineer of Record review.
3. Attend weekly design coordination meetings with architect and other engineering disciplines to review progress and schedule.
4. Provide (1) site visit for coordination with other disciplines.



02 // Construction Document Phase

1. Provide structural framing updates and/or retrofits as necessary.
2. Attend weekly design coordination meetings with architect and other engineering disciplines to review progress and schedule.
3. Provide construction specifications for primary structural components.
4. Submit signed and sealed construction documents for Construction.
5. Provide (1) site visit for coordination with other disciplines.



03 // Construction Administration Phase

1. Review and approve or take other appropriate action with respect to Shop Drawings and Samples and other data, which contractor is required to submit, but only for conformance with the information given in Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the contract documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. The consultant has no obligation to meet any Contractor's submittal schedule that is earlier than acceptable to Consultant.
2. Review and respond to requests for information, if required.
3. Provide structural revision and addenda as required for clarification.
4. Provide site visits at an appropriate stage of construction to observe the progress and quality of construction and provide site visit reports.



GENERAL CONDITIONS

1. All original papers, documents, drawings and other work product of Consultant, and copies thereof, produced by Consultant pursuant to this agreement shall remain the property of Consultant and may be used by Consultant without the consent of Client. Upon request and payment of the costs involved, Client is entitled to a copy of all papers; documents and drawings provided Client's account is paid current.
2. Client acknowledges that its right to utilize the services and work product provided pursuant to this agreement will continue only so long as Client is not in default pursuant to the terms and conditions of this agreement and Client has performed all obligations under this agreement. Client further acknowledges that Consultant has the unrestricted right to use the services provided pursuant to this agreement as well as all work products provided pursuant to this agreement.
3. Upon request, Client shall execute and deliver, or cause to be executed and delivered, such additional instruments, documents, governmental fees, and charges, which are necessary to perform the terms of this agreement.
4. Client agrees not to use or permit any other person to use plans, drawings, or other work product prepared by Consultant, which plans, drawings or other work product are not final and which are not signed and sealed by Consultant. Client agrees to be liable and responsible for any such use of non-final plans, drawings, or other work product not signed and sealed by Consultant and waives liability against Consultant for their use. Client further agrees that final plans, drawings or other work product are for the exclusive use of Client and may be used by Client only for the Project described on the face hereof. Such final plans, drawings, or other work product may not be changed nor used on a different project without the written authorization or approval by Consultant.
5. If Consultant's work product exists in electronic or computerized format, or is transferred in electronic or computerized format (CADD), the stamp, seal, and signature shall be original and may not be a computer generated copy, photocopy, or facsimile transmission of the original. Original maps or plans with original signatures and seals shall be considered the original documents.
6. Any use or reuse of original or altered CADD materials by Client, agents of Client, or other parties without the prior review and written approval of Consultant shall be at the sole risk of Client. Further, Client agrees to defend, indemnify, and hold Consultant harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the unauthorized use, re-use, or modification of these materials.
7. Client recognizes that surveys, designs, plans, and data stored on electronic media including, but not limited to, computer disks and magnetic tapes may be subject to unauthorized use, misuse and uncontrollable deterioration. Upon document approval, Consultant shall submit to Client any deliverables, which have been contractually agreed to on electronic media. Client shall have 30 days to inspect such deliverables and notify Consultant of any irregularities in the deliverables. Consultant will correct any such irregularities detected by Client in order to

complete the work in accordance with the intent of the Agreement and specifications. At the end of said 30-day inspection period, any services to be performed by Consultant relative to the submitted electronic materials shall be considered Additional Work, and shall be approved by Client prior to commencing such effort.

8. Consultant has a right to complete all services agreed to be rendered pursuant to this contract. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services performed. In the event all or any portion of the services or work product prepared or partially prepared by Consultant be suspended, abandoned, or terminated, Client shall pay Consultant for all fees, charges, and services provided for the project, not to exceed any contract limit specified herein. Client acknowledges if the project services are suspended for more than 90 days and restarted, there will be additional charges due to suspension of the services, which shall be paid for by Client as Additional Services.
9. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court.
10. This agreement shall not be construed to alter, affect or waive any lien or stop notice right, which Consultant may have for the performance of services pursuant to this agreement. Client agrees to separately provide to Consultant the present name and address of the record owner of the property on which the project is to be located. Client also agrees to separately provide Consultant with the name and address of any and all lenders who would loan money on the project and who are entitled to receive a preliminary notice.
11. If payment for Consultant's services is to be made on behalf of Client by a third-party lender, Client agrees that Consultant shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, provide any lender certifications, agreements for transfer of design documents, or assignment of contracts as a condition of receiving payment for services. In the event the Consultant agrees to provide any of the above, all work related thereto will be considered Additional Services.
12. If Client fails to pay Consultant within thirty (30) days after invoices are rendered, Client agrees Consultant shall have the right to consider such default in payment a material breach of this entire agreement, and upon written notice, the duties, obligations, and responsibilities of Consultant under this agreement are suspended or terminated. In such event, Client shall promptly pay Consultant for all fees, charges, and services provided by Consultant.
13. All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise specified in this agreement.
14. Client agrees to pay a monthly late payment charge, which will be the lesser of, one percent (1%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the original billing plus a \$250.00 administrative collection fee.

15. If Consultant, pursuant to this agreement, produces plans, specifications, or other documents and/or performs field services, and such plans, specifications, and other documents and/or field services are required by one or more governmental agency, and one or more such governmental agency changes its ordinances, policies, procedures or requirements after the date of this agreement, any additional office or field services thereby required shall be paid for by Client as Additional Services.
16. Client agrees that if Client requests services not specified pursuant to the Scope of Services description within this agreement, Client agrees to pay for all such Additional Services as extra work.
17. Consultant is not responsible for delay caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or approve or disapprove of Consultant's services or work product promptly, faulty performance by Client, or other contractors or governmental agencies. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant is not responsible for damages nor shall Consultant be deemed to be in default of this agreement.
18. Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.
19. Consultant makes no warranty, either expressed or implied, as to its findings, recommendations, plans, specifications, or professional advice except that the services or work product were performed pursuant to generally accepted standards of practice in effect at the time of performance.
20. The Consultant agrees, to the fullest extent permitted by law to indemnify and hold harmless the Client, its officers, directors, and employees (collectively Client) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, and employees (collectively Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
21. Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction for the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours. Consultant shall not at any time have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor any failure of any contractor's work to comply with laws and regulations applicable to contractor's work.
22. Client agrees to limit the liability of Consultant, its principals, employees and their Subconsultants, to Client and to

all contractors and subcontractors on the project, for any claim or action arising in tort, contract or strict liability, to the sum of \$50,000.00 or Consultant's fees, whichever is greater. Client and Consultant acknowledge that this provision was expressly negotiated and agreed upon.

23. **Exclusion of Special, Incidental, Indirect and Consequential Damages:** To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, Consultant and Consultant's officers, directors, partners, employees, agents, and Consultant's Subconsultants shall not be liable to the Client or anyone claiming by, through or under Client for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including, but not limited to, any such damages caused by the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of Consultant or Consultant's officers, directors, partners, employees, agents, and Consultant's Subconsultants or any of them.
24. The parties to this agreement acknowledge that Consultant's Scope of Services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Consultant or any other party encounters a Hazardous Environmental Condition, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Property affected thereby until Client: (i) retains appropriate specialist Consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Property is in full compliance with applicable Laws and Regulations.
25. If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement or in any way connected with the performance of this agreement, the prevailing party shall be entitled to reasonable attorneys' fees, which fees may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which Consultant may be entitled.
26. Client agrees that in the event Client institutes litigation to enforce or interpret the provisions of this agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which the Project is located, and Client waives the right to bring, try, or remove such litigation to any other county or judicial district.
27. (a) Except for the provision of subdivision (b) and subdivision (c), and in an effort to resolve any conflicts, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation or other form of Alternative Dispute Resolution as agreed to by the parties. The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and Consultants retained for the project and with other successive third parties including but not limited to construction contractors, lenders and owners associations and to require all independent contractors and Consultants also include a similar mediation provision in all agreements with subcontractors, Subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements
- (b) Subdivision (a) does not preclude or limit Consultant's right to elect to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.
- (c) Subdivision (a) does not preclude or limit Consultant's right to elect to perfect or enforce applicable mechanics lien remedies.

28. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on Client and Consultant.

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

30. Waiver by Consultant of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant, and any such waiver shall not constitute a continuing waiver thereof.

31. This Agreement shall not be assigned by either Client or Consultant without the prior written consent of the other. Any material change of ownership within the Client's organization including, but not limited to, new partners, principals, or a transfer of majority ownership shall be considered an assignment of this agreement and subject to written consent of the Consultant. Failure of Client to notify Consultant of such changes shall be considered a material breach of this Agreement.

32. From time to time and depending upon the circumstances, Consultant will utilize the services of third-party service providers (Subconsultants) to assist Consultant in providing professional services to Client.

- 33. PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

George F. Young, Inc. | Standard Rate Schedule |
 (Rates listed below are PER HOUR, unless otherwise noted)

Surveying & Mapping	Rate	Civil Engineering	Rate	Structural Engineering	Rate
Principal Surveyor	\$245.00	Principal Engineer	\$250.00	Principal Structural	\$240.00
Surveyor III	\$220.00	Engineer III	\$220.00	Structural III	\$210.00
Surveyor II	\$185.00	Engineer II	\$175.00	Structural II	\$170.00
Surveyor I	\$140.00	Engineer I	\$130.00	Structural I	\$130.00
Building Info Modeling	Rate	GIS	Rate	Project Staff	Rate
BIM III	\$185.00	Geospatial Project Mgr	\$185.00	Principal	\$250.00
BIM II	\$150.00	Geospatial Analyst III	\$160.00	Project Coordinator III	\$130.00
BIM I	\$120.00	Geospatial Analyst II	\$135.00	Project Coordinator II	\$100.00
		Geospatial Analyst I	\$115.00	Project Coordinator I	\$85.00
Traffic Engineering	Rate	Technical Staff Designers	Rate	Survey Crews **	Rate
Principal Traffic Eng.	\$250.00	Designer III	\$155.00	4 Person Crew	\$340.00
Traffic Engineer III	\$220.00	Designer II	\$140.00	3 Person Crew	\$270.00
Traffic Engineer II	\$175.00	Designer I	\$110.00	2 Person Crew	\$200.00
Traffic Engineer I	\$130.00			1 Person Crew	\$120.00
Technicians	Rate	CEI Inspectors	Rate	Ecology	Rate
Technician III	\$120.00	Inspector III	\$170.00	Principal Ecologist	\$215.00
Technician II	\$110.00	Inspector II	\$150.00	Senior Ecologist	\$155.00
Technician I	\$90.00	Inspector I	\$125.00	Ecologist	\$120.00

****Rates include transportation within a fifty (50) mile radius of office and basic equipment.**

****Rates do NOT include specialty equipment including boats. See equipment rates below.**

Subsurface Utility Designation and Location	Rate	Rate
Location Vac. Truck and Crew	\$2,915.00 Per Day	Principal Utility Manager \$225.00
Designation Truck and Crew including GPR	\$2,814.00 Per Day	Sr. Utility Project Manager \$170.00
Ground Penetrating Radar (GPR) with Operator	\$1,836.00 Per Day	Utility Project Manager \$135.00
Mobilization/Demobilization	\$400.00 Per Day	Chief Utility Coordinator \$200.00
Maintenance of Traffic (MOT)***	\$500.00 Per Day	Sr. Utility Coordinator \$160.00
		Utility Coordinator \$135.00

*****Actual MOT Fee to be negotiated for each project based upon field conditions**

Specialty Survey Equipment	Rate	Rate
24 Foot Survey Boat	\$1,000.00 Per Day	ATV (4-wheel drive) \$250.00 Per Day
14 Foot or 17 Foot Survey Boat	\$500.00 Per Day	EchoSounder \$100.00 Per Day
Air Boat	\$500.00 Per Day	Trimble DGPS with Hypack \$250.00 Per Day
		Static Laser Scanner \$680.00 Per Day

Specialty Services	Rate	Rate
Drone Remote Pilot	\$200.00 Per Hour	Drone Visual Observer \$80.00 Per Hour

Legal Assistance	Rate
Engineering Preparation and/or Testimony	\$350.00
Survey Preparation and/or Testimony	\$315.00

Per Diem (in Florida) | Standard per diem rates published by gsa.gov plus lodging at cost

Reimbursable Expenses | Sub consultant fees at cost plus 10%. Reimbursable expenses for prints, plots, reproductions at a rate of 3% of the total fee. Reimbursable mileage at the standard mileage rate for business travel published annually by the IRS. Client is responsible for direct payment of all application, permit, impact, recording, and bidding fees unless prior arrangements are made.

****** Standard rates are subject to annual increases. ******



PROFESSIONAL AGREEMENT ACCEPTANCE

Description of services to be provided:

Consultant agrees to perform professional services as set forth in Project Understanding attached hereto and incorporated herein by this reference ("basic services").

The Client is expected to furnish Consultant with complete information as to its requirements including any special or extraordinary considerations for the Project or special services needed, also to provide Consultant all existing pertinent data.

FEE: The Client agrees to compensate Consultant for the above referenced services:

A Lump Sum fee of _____

In accordance to Compensation Schedule attached hereto and incorporated herein by this reference ("schedule")

On an hourly basis at our prevailing standard hourly rates set forth herein on Exhibit E attached hereto and incorporated herein by this reference ("rates").

RETAINER: In order to commence work a retainer in the amount of **\$0** must be received by Consultant. The retainer will be applied to the final invoice. If the amount of the retainer exceeds the amount of the final invoice any excess will be returned.

ACCEPTANCE: By execution of this agreement Client accepts the terms hereof, acknowledges receipt of a copy hereof, including all exhibits, and authorizes Consultant to proceed with the work. In the event Client is not the owner of the property, Client represents that Client has informed the owner of the work and obtained permission from said owner for Consultant to proceed. In accordance with Chapter 713.06, Florida Statutes, Consultant reserves the right to file a "Notice to Owner".

Project Name: Bone Valley OHV Park

This agreement is entered into on March 14, 2024, the effective date, for the terms and conditions listed above and on the previous pages of this agreement by and between:

The Lunz Group
 ATTN: James Pendley
 58 Lake Morton Dr
 Lakeland, FL 33801
 P: (863) 682-1882
 E: jpendley@lunz.com

George F Young, Inc.
 Daniel Diaz, P.E.
 1408 N Westshore Blvd, Suite 205
 Tampa, FL, 33607
 P: (727) 657-0773
 E: ddiaz@georgefyoung.com

 Authorized Signature - Client, as Owner or authorized agent for the Owner

 Authorized Signature - George F. Young, Inc.

Date:

Date:



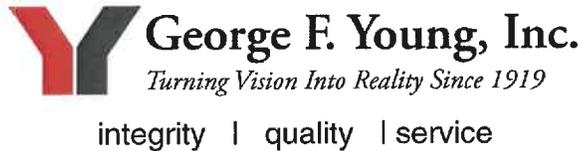
PROJECT **PROPOSAL**

Bone Valley ATV Park Site

Proposal #: 24001400TC

Prepared for **The Lunz Group**
58 Lake Morton Drive
Lakeland, FL 33801
Craig Fennig
P: 863.682.1882 | E: cfennig@lunz.com

Prepared by **George F Young, Inc.**
1408 N Westshore Boulevard, Suite 205
Tampa, FL 33607
Nicolas Malabet, PE
P: 813.223.1747 | E: nmalabet@georgefyoung.com



February 24, 2025

The Lunz Group
ATTN: Craig Fennig
58 Lake Morton Drive
Lakeland, FL 33801

In response to your request, George F. Young, Inc. (GFY) is pleased to provide you our proposed scope and fee for professional engineering services for the Bone Valley ATV Park Site project at 10426 Hwy 630 W, Fort Meade, FL 33841. This scope reflects our previous correspondence regarding the property and project, our understanding of the project, our research efforts, and the information provided. We trust the information contained in the attached proposal is consistent with your understanding.

Our basic scope of services amounts to \$105,485 in civil/site development fees. We have additionally included a list of supplemental services to be authorized at your discretion as required for this project. We are open to additional scope discussions and subsequent fee negotiations or general condition adjustments that may need to be made upon your review.

We appreciate the opportunity to be of service to you on this project and look forward to working with you on the successful development of the Bone Valley ATV Park Site project. Please feel free to contact us if you should have any questions.

Sincerely,

George F. Young, Inc.

Nicolas Malabet, PE
Project Manager, Civil Engineering
P: 813.223.1747
E: nmalabet@georgefyoung.com



813.223.1747



1408 N Westshore
Boulevard, Suite 205
Tampa, FL 33607



www.georgefyoung.com



TABLE OF CONTENTS

ABOUT US	4
PROJECT UNDERSTANDING AND BASIC SCOPE OF SERVICES	6
COMPENSATION SCHEDULE	12
STANDARD RATE SCHEDULE	14
CLIENT'S RESPONSIBILITIES	15



GEORGE F. YOUNG, INC.

ABOUT US

Welcome to George F. Young, Inc.

Everything we do is about creating and improving the communities we live in. We achieve this by helping our partners turn their vision into reality. We are a full-service engineering and surveying firm ready to take on our client's challenges.

George F. Young brings new thinking and fresh ideas to every project. Through communication and training, we stay well engaged in the ongoing development of new technologies, processes and regulatory changes in the engineering and survey industries. If there is a way to do it better, we find it!

Beginning in 1919, the idea was simple: "provide the highest attention to solutions and stay passionately committed to integrity, quality, and service". As one of the most recognized, long-standing companies in Florida, we offer a dedication to serving our clients with the very best service. We do that by embracing a passionate culture of putting the customer at the center of everything we do.

The multiple projects completed over the decades have resulted in a solid reputation for outstanding technical knowledge, based on our experience, and the promise to approach each project with attention and integrity.

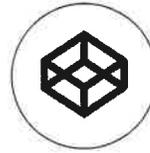


From Concept to Completion

Our expertise includes both land development engineering and site-specific design for hospitality, multifamily, retail, institutional, industrial, community and recreational uses, for the public and private sector.

From project concept through completion, we will provide the resources of our experienced staff of professionals, technicians, and specialists who are dedicated to delivering service second to none. Our approach is combining our full service, in-house team and assigning one project manager, whether it's for one service or various services, and to provide a single point of contact with coordinated effort to seamlessly move your project from start to finish.

We continue to stand by the core values that our founder, Mr. Young, built this company on and will remain passionately committed to integrity, quality and dedication to superior service and long-term relationships.



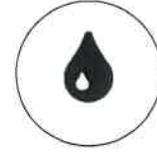
Civil Engineering



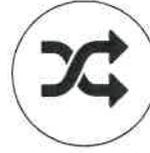
Traffic Engineering



Land Surveying



Water Infrastructure



Subsurface Utility Engineering



Utility Coordination



GIS



Ecology





Exhibit A

PROJECT UNDERSTANDING & BASIC SCOPE OF SERVICES

A. PROJECT UNDERSTANDING

The Lunz Group (Client) is developing the site located at 10426 Hwy 630 W, Fort Meade, FL 33841. The project includes three parcels: PID #23313600000012010 with approximately 55.5 acres, PID #24313100000011030 with approximately 194.6 acres, and PID #24313000000022020 with approximately 81.9 acres. The project site is a former phosphate mine area owned by Polk County Parks and Natural Resources (PNR). The Client intent is to develop the site for a campground and All Terrain Vehicles (ATV) motocross race track and related supporting facilities. The proposed development includes a new entrance from CR 630, interior roads, bathhouses, parking facilities, food truck multiuse area, concession area, RV trailer campground, septic tank systems, and maintenance shed. The Client has requested George F. Young, Inc.'s (GFY) assistance with civil engineering and permitting services for the proposed development.

It is assumed that the zoning and underlying entitlements for the proposed development are already in place or will be in place (by others) without assistance from this scope of work. Should GFY be needed for assistance with the zoning approval process including attendance on calls, meetings, site planning, or hearings, these services can be extended to the Client as a supplemental services agreement. It is understood that GFY will develop the site design in accordance with the concept plan and no additional amendments or modifications will be required for zoning entitlements with Polk County.

B. SCOPE OF SERVICES

GFY will provide civil engineering support services as outlined below. Geotechnical, structural, traffic studies, environmental assessments, landscaping, and other non-civil-specific disciplines not specifically called for in this scope are excluded and can be provided under a separate contract.

01 // Project Management and Coordination

- a) GFY will conduct the following activities from the notice-to-proceed (NTP) extending through project completion:
- Attend project Kickoff meeting in person with client and Polk County staff prior to commencing work to review schedule, project approach, and objectives.
 - Attend one (1) on-site visit with the client to review additional design considerations. (estimated 2 hour on-site plus 2 hour round trip). Participate in general coordination (virtual meetings) with the client, client's representatives, and other specialty subconsultants during the preliminary and design phases (not to exceed 6 months). GFY has initially budgeted 25 hours for coordination and to address designs during preliminary and civil design phases.
 - Overall project coordination, invoicing, and progress updates to client.
 - Prior to exceedance of the initially budgeted hours for general coordination meetings, the client will be notified for approval to continue and be charged for additional hourly effort per the rate compensation table at the Project Manager/Sr. Engineer rate.

02 // Conceptual Site Plan and Pre-Application Meetings

- a) Conceptual architectural site plans will be developed by client. GFY will provide assistance during conceptual architectural site plan to include the below activities.
- Coordinate with client to obtain all other necessary property information, Polk County requirements, design considerations, site constraints, and other design needs related to the proposed improvements.
 - Code investigation,
 - Zoning analysis to maximize development area and setbacks,
 - Construction phasing options.
 - Attend one (1) on-site visit with the client to review additional design considerations. (estimated 2 hour on-site plus 2 hour round trip).

- phase.
- b) Once a conceptual architectural site plan is approved by the client and Polk County, GFY will develop a final engineering conceptual site plan to be used in the Pre-Application Meetings. This effort includes the following activities:
- Utilities Analysis:
 - GFY has assumed that water/sewer connection points to public utilities are not available. Conceptual evaluation will include location of on-site septic tanks and drain fields.
 - Provide schedule/fee of all permits necessary for site plan approval (site development permit). Include county and state approvals needed (SWFWMD, ERP, FDEP/FDOH, etc.)
 - Identify site plan permit (review) fees.
 - Identify any impact fees and other concurrency that may be due and the required timing of such fee.
 - Outline site plan approval process, projected timing, and applicable land development code(s).
 - Stormwater Drainage & Water Quality:
 - Identify water management district and any existing or pending approvals.
 - Review limitations of previous/impervious limits.
 - Incorporate extent of potential mitigations (environmental services provided by others). Provide mitigation options. Identify flood zone and Base Flood Elevation.
 - Transportation/Access considerations:
 - Determine traffic study requirements.
 - Determine jurisdiction of abutting roads.
 - Identify best points of ingress/egress.
 - Consider fire department access requirements.
- c) GFY will conduct one virtual pre-application meeting with each of the following agencies having jurisdiction to confirm zoning, land use, levels of service, availability of utilities, availability of access, and specific design criteria and permitting requirements for the project.
- Southwest Florida Water Management District (SWFWMD).
 - Polk County Development Review Services.
- d) Deliverables:
- GFY will provide client with one (1) engineering site plan (in pdf format) for review and comment.
 - Approved engineering site plan to be used on subsequent tasks.
 - GFY will provide client with meeting minutes from each of the completed agency meetings.

03 // Surveying

- a) Scope of surveying will be defined when directed by client. Once a conceptual architectural site plan has been developed and approved, GFY can prepare a separate proposal for this effort.
- b) Surveying will be necessary to develop the required civil designs.

04 // Geotechnical Investigation

- a) Scope of geotechnical investigation will be defined when directed by client. It is understood PNR may use previous geotechnical firm for this effort. If geotechnical services are required, GFY will coordinate with a geotechnical firm (subconsultant) to develop and conduct necessary site evaluations required for the site development. A conceptual engineering site plan is required to develop the geotechnical evaluation scope of work.
- b) Geotechnical investigations will be necessary to develop the required civil designs.

05 // Environmental Assessment

- a) Scope of environmental assessment will be defined when directed by client. When requested, GFY can prepare a separate proposal for this effort.
- b) Environmental assessment will be necessary to develop the required civil designs.

06 // Traffic Engineering Services

- a) Scope of traffic engineering services will be provided once a conceptual engineering site plan has been selected and approved by client and pre-application meeting completed with Polk County. At that moment, GFY will coordinate with a transportation engineering firm (subconsultant) to develop and conduct necessary traffic evaluations required as part of the site development.
- b) Traffic impact study will be necessary to develop the required civil designs.
- c) Deliverables:
 - GFY will provide client with a separate proposal detailing the scope and fee to conduct the traffic engineering services.

07 // Landscape Architecture Services

- a) Scope of Landscape Architecture services:
 - Review of site and pertinent ordinances and codes
 - Coordinate with existing trees and tree removal mitigation.
 - Meet city code minimum landscape requirements for new parking lot and concessions area. Buffer as need along project area.
 - Help with permitting as needed
 - Irrigation design for proposed landscaping as needed
 - Attend meetings (within Tampa Bay Region) and meet milestones as directed by the Client
 - Prepare construction documents stated herein

Task 1: Assimilation of Data

- Review survey and proposed engineering plans; pertinent codes and restrictions; surrounding land use impacts; and site-specific requirements
- Conference with Client/county and others appropriate to receive information to develop and verify the project program, scope, budget and schedule
- Prepare base plan from Client-provided electronic media in format suitable for presentation purposes
- Visit site to record existing conditions

Task 2: Construction Documents

- Prepare Landscape and Irrigation Construction Documents, prepare landscape materials index, including quality, size and quantity, final layout plans for landscape irrigation plans.
- Verify documents for compliance with pertinent permitting agency requirements and construction regulations
- Prepare technical specifications for scope-related items

08 // Civil Design Plans

- a) GFY will implement recommended improvements obtained from the geotechnical report and environmental considerations (both reports not part of this scope) and develop the full set of civil construction drawings including the following:
 - Final Engineered Base Drawing

- Upon client approval of the selected conceptual engineering site plan, GFY will prepare a final engineering base drawing in AutoCAD® format (suitable for final design purposes). The final engineering base drawing will incorporate all client approved building footprint(s) and improvements.
- Site Plan
 - Prepare a site plan including all jurisdictional requirements necessary to secure a Site Development Permit.
 - Alignment of all other non-paved interior road network will be provided for reference purposes only. Client and PNR will coordinate with others for respective design.
 - All non-paved interior roads are assumed compacted shell road base and not part of this scope. These additional services can be provided upon request for an additional fee.
 - Trail and Track System details and typical sections are not part of this scope. This design and associated details (signed and sealed by others) can be included as part of the permitting package as an annex to the the civil set.
- Grading Plan
 - Prepare a site-specific grading plan, including necessary spot elevations contours, drainage features, and other information necessary to stake and construct the site grading.
- Signage and Pavement Marking Plan
 - Prepare a site signage and pavement marking plan per jurisdiction's requirements, including Federal ADA requirements.
 - Coordinate with client for any other site specific signage requirement.
- Paving Plan
 - Prepare site-specific paving plan detailing types, thicknesses (based upon the geotechnical report recommendations – prepared by others) and locations of all proposed (as applicable) on-site curb and gutter, sidewalk, curb ramps, and pavement as necessary for construction. Pavement design will be defined in a typical section.
 - Paving plan includes the following specific areas:
 - From the main entrance along CR 630 up to the RV trailer campground.
 - 250 car parking area.
 - Multiuse area.
- Utility Plan
 - Prepare site-specific sanitary sewer plans detailing lift stations, septic tank systems, and drain fields:
 - Other specific electrical/plumbing connections to structures are not part of this scope and will be coordinated with respective MEP subconsultant.
 - GFY will evaluate sanitary sewer plan design to provide service to the proposed facilities, including:
 - Checkin/Gatehouse, Bathhouses, Grand Pavilion Restroom, RV/Trailer Campground, and Maintenance Shed.
 - GFY will coordinate with a licensed water well contractor (subconsultant) for recommended water well location, and required details.
 - Other specific electrical/plumbing connections to structures are not part of this scope and will be coordinated with respective MEP subconsultant.
 - Cost for licensed water well contractor services not included in this scope. This effort can be provided as a separate scope and fee once the overall development has been completed.
- Storm Sewer Plans
 - Prepare site-specific storm sewer plans and profiles per Polk County and SWFWMD requirements.
 - Stormwater pump design is not anticipated to be necessary and is therefore excluded. Should stormwater pump design be determined necessary, this effort can be performed under a separate services agreement.
 - Offsite stormwater improvements are not anticipated to be necessary and are therefore excluded. Should offsite stormwater design be determined necessary, this effort can be performed under a separate services agreement.
 - Profiles and cross sections of ponds and public driveway connections will be provided as needed.

- Stormwater Management Plan and Report
 - Prepare a site-specific Stormwater Management Plan (SWMP) for proposed disturbed areas, per County and State requirements. This task specifically includes both the SWMP report and plans.
 - Stormwater Pollution Prevention Plan
 - Prepare a site-specific Stormwater Pollution Prevention Plan (SWPPP) per jurisdictional requirements, if required.
 - Preliminary and Final Drainage Reports
 - Prepare site-specific Preliminary and Final Drainage Reports, per County and State requirements. This scope of services to specifically include the design of one (1) on-site Stormwater Management Pond if applicable.
- b) Attend one (1) on-site visit with the client to review additional design considerations. (estimated 2 hour on-site plus 2 hour round trip).
- c) Provide an engineered probable cost on each design submittal phase (30%,60%,90% & 100%).
- d) The consultant will prepare construction contract documents including general conditions bid tabulation schedules.
- e) Deliverables:
- Draft civil construction drawings will be electronically submitted to the client at the following milestones for review and comment. Based on comments received during the review, GFY will finalize the construction drawings:
 - 30% design: includes overall site plan, general improvement areas and engineered probable cost.
 - 60% design: addresses review comments, includes survey and pertinent civil design details and engineered probable cost.
 - 90% design: addresses review comments, includes pertinent civil design details and engineered probable cost.
 - 100% design: addresses review comments, includes all applicable civil design details and engineered probable cost.
 - Blank Bid Sheets and Schedule of Values.

09 // Permitting

- a) GFY will prepare and submit to the appropriate agencies, standard site engineering permit applications upon completion of the construction drawings. GFY will prepare the permit application forms and exhibits in accordance with and containing specific technical information required by the agencies. Should the reviewing agencies request additional data, reports, studies, etc., during their review, preparation of such data that could not be reasonably anticipated will be considered an Additional Service and GFY compensated therefore, as the scope of such requests cannot be predetermined. Clarifications to the submittal plans and reports requested by the permitting agencies to deem the applications complete will be addressed as a part of these basic services.
- Polk County Site Permitting
 - If during pre-application meeting with Polk County it is determined that off-site road improvements are deemed necessary for development in order to bring adjacent road(s) to minimum life safety standards, GFY will prepare a separate scope and fee for design and permitting of the requested improvements.
 - FDEP / Florida Department of Health
 - prepare required application forms and supporting documentation for the proposed septic tank systems and drain fields.
 - Southwest Florida Water Management District (SWFWMD)
 - Environmental Resource Permit Application (ERP)
 - Coordination with a licensed water well contractor (subconsultant) for the permitting and submittal of required forms and supporting documentation, including a consumptive water use permit (as applicable).

- Cost for licensed water well contractor services not included in this scope. This effort can be provided as a separate scope and fee once the overall development has been completed.

Note: EPC Permitting is excluded for any wetland impacts, in case the EPC requires permitting an additional service agreement will be extended to the Client for approval

10 // Construction Administration Phase - Civil

- a) GFY will provide construction administration services on a part-time basis for the duration of the construction. GFY has initially budgeted 48 hours to be billed on a Time and Material basis. Prior to exceedance of the initially budgeted hours, the client will be notified for approval to continue and be charged for the additional hourly effort per the rate compensation table at the Project Manager/Sr. Engineer rate.
- GFY will review shop drawing submittals from the Contractor.
 - GFY will review requests for substitution in terms of quality, costs, constructability, and project impact.
 - GFY will respond to shop drawings within 24 hours of submittal.
 - GFY has initially budgeted eight (8) hours for this effort.
 - GFY will provide project interpretations and modifications support throughout the project.
 - This support will include preparing responses to contractor questions during construction on behalf of the client. GFY will respond to Requests for Information within 24 hours of submittal depending on level of request.
 - GFY has initially budgeted eight (8) hours for this effort.
 - GFY will attend up to four (4) site inspections (estimated 2 hour on-site plus 2 hour round trip each inspection) at different stages of construction to confirm civil compliance with the construction drawings and to document activities.
 - GFY has initially budgeted sixteen (16) hours for this effort.
 - Review as-built drawings (provided by the Contractor) during the construction process and produce Record Drawings.
 - GFY has initially budgeted eight (8) hours for this effort.
 - Provide Engineer's certificate of completion for permits and project closeouts.
 - GFY has initially budgeted eight (8) hours for this effort.

C. ASSUMPTIONS AND LIMITATIONS

This scope of services does not include any work not explicitly stated herein. The following are the scope and fee assumptions and limitations:

1. GFY is not responsible for project delays outside of our control, including but not limited to, reports or evaluations completed by others.
2. Supplemental services not included in this scope of services and that are determined to be necessary during progress of the Project will be detailed in writing, negotiated, and authorized in writing by client and may require scope of service modification prior to the performance of any supplemental services.
3. Payment of any regulatory fees and permits with County, or applicable permitting agencies, are not part of this scope. These additional services can be provided upon request for an additional fee.
4. Additional progress meetings and site inspections during construction beyond those indicated in this scope of services can be provided as part of additional services.
5. Survey and mapping, environmental evaluation, subsurface utility investigation, geotechnical evaluation, and all other services not specifically indicated herein are not part of this scope. These additional services can be provided upon request for an additional fee.

Exhibit C



STANDARD RATE SCHEDULE

Professional Staff					
Surveying & Mapping	Rate	Civil Engineering	Rate	Structural Engineering	Rate
Principal Surveyor	\$250.00	Principal Engineer	\$260.00	Principal Structural	\$250.00
Surveyor III	\$230.00	Engineer III	\$235.00	Structural III	\$210.00
Surveyor II	\$195.00	Engineer II	\$185.00	Structural II	\$170.00
Surveyor I	\$145.00	Engineer I	\$140.00	Structural I	\$135.00

Building Info Modeling	Rate	GIS	Rate	Project Staff	Rate
BIM III	\$185.00	Geospatial PM	\$185.00	Principal	\$250.00
BIM II	\$150.00	Geospatial Analyst III	\$160.00	Project Coordinator III	\$130.00
BIM I	\$120.00	Geospatial Analyst II	\$135.00	Project Coordinator II	\$100.00
		Geospatial Analyst I	\$115.00	Project Coordinator I	\$85.00

Traffic Engineering	Rate	Ecology	Rate	Survey Crews **	Rate
Principal Traffic Eng.	\$335.00	Principal Ecologist	\$220.00	4 Person Crew	\$360.00
Traffic Engineer III	\$230.00	Senior Ecologist	\$155.00	3 Person Crew	\$285.00
Traffic Engineer II	\$195.00	Ecologist	\$120.00	2 Person Crew	\$210.00
Traffic Engineer I	\$150.00	Environmental Tech	\$100.00	1 Person Crew	\$125.00

Technicians	Rate	CEI Inspectors	Rate	Technical Designers	Rate
Technician III	\$130.00	Inspector III	\$175.00	Designer III	\$155.00
Technician II	\$110.00	Inspector II	\$150.00	Designer II	\$140.00
Technician I	\$90.00	Inspector I	\$125.00	Designer I	\$110.00

**Rates include transportation within a fifty (50) mile radius of office and basic equipment.

**Rates do NOT include specialty equipment including boats. See the equipment rates below.

Subsurface Utility Designation and Location			
Equipment	Rate	Staff	Rate
Location Vac. Truck and Crew	\$295.00	Sr. Utility Project Manager	\$225.00
Designation Truck and Crew including GPR	\$245.00	Utility Project Manager	\$170.00
Ground Penetrating Radar with Operator	\$185.00	Chief Utility Coordinator	\$225.00
Field Crew Supervisor	\$140.00	Utility Coordinator	\$160.00

***MOT and Mobilization Fees be negotiated for each project based upon field conditions

Specialty Survey Equipment			
Equipment	Rate	Equipment	Rate
24 Foot Survey Boat	\$1,250.00 Per Day	Side-By-Side	\$250.00 Per Day
Boats Under 24 Ft	\$500.00 Per Day	Navvis Scanner	\$500.00 Per Day
Mudd Ox Track Vehicle	\$500.00 Per Day	Static Laser Scanner	\$680.00 Per Day
Specialty Services			
Equipment	Rate	Equipment	Rate
Drone Remote Pilot	\$205.00 Per Hour	Drone Visual Observer	\$85.00 Per Hour

Legal Assistance		Rate
Engineering/Survey Preparation		\$350.00

Per Diem (in Florida) | Standard per diem rates published by gsa.gov plus lodging at cost Reimbursable Expenses | Sub consultant fees at cost plus 10%. Reimbursable expenses for prints, plots, reproductions at a rate of 3% of the total fee. Reimbursable mileage at the standard mileage rate for business travel published annually by the IRS. Client is responsible for direct payment of all application, permit, impact, recording, and bidding fees unless prior arrangements are made.

*****Standard rates are subject to annual increases ***** Effective date: January 2025



Exhibit D

CLIENT'S RESPONSIBILITIES

In addition to other responsibilities of Client as set forth in this Agreement, Client shall provide the following items at its expense, if desired by Client or required to obtain development approval, either through an Additional Services Authorization (ASA) with George F. Young, Inc. (GFY); by Client's additional consultant(s), or directly by Client as applicable.

1. All criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications.
2. Any Consultant services not provided by GFY including, but not limited to, archeological services, electrical engineering, environmental engineering, geotechnical engineering, mechanical engineering, structural engineering; as may be required for permitting, development approval, and completion of the Project.
3. Signatures and/or authorizations by owners and/or others as required for permit applications and/or platting.
4. Provide for direct payment of all application, permitting, recording, advertisement, impact, and bidding fees.
5. Arrange for safe access to and make all provisions for Consultant to enter upon private property as required for Consultant to perform services under the Agreement.
6. A title policy including copies of the property deed(s) as required for permitting and/or platting, if requested.
7. Provide a copy of the contract for the purchase of the subject property, if not owned by the Client.
8. The client will provide written notification of the necessity of having an earthwork balance prior to the execution of this agreement.
9. The client will notify the Consultant in writing of any critical schedule requirements prior to execution of this agreement.
10. The client will provide architectural, structural, mechanical, electrical, and plumbing drawings including locations and access details of all ADA accessible entrances or special provisions necessary for the Project.
11. The client will provide locations of all utility and roof drain connections to each building with design flows, capacities or demands.
12. The client will provide fixture counts, estimates of potable water demand and required pressures, required fire flows and pressures and roof drain sizes at connections to the site utilities.
13. Fire protection system design shall be provided by the Client's fire protection consultant from the on-site backflow preventer up to and into the building(s).

14. The client will provide any legal services with regard to issues pertaining to the project, as Client requires or as necessary for development approval.
15. The client will provide all Condominium, Homeowners Association, or Merchants Association documents if required by regulatory agencies for permitting and/or local government for Record Platting and/or Condominium Platting.
16. Client will provide any services not specifically included in the Exhibit A, Basic Scope of Services and CHECKED OFF Exhibit B, Optional Scope of Services including, but not limited to, retaining walls, site lighting, railings, fencing/gates, and traffic signalization controls, either desired by Client to enhance the Project or to obtain development approval.
17. If Client provides any surveying, the drawings must be provided in AutoCAD format acceptable to Consultant for design of the Project.
18. All work required to modify plans and/or permit applications when a previously accepted design decision is reversed and or modified during the Final Design Phase or the Construction Document Phase.
19. In addition, it is the Client's responsibility to give prompt notice to the Consultant whenever the Client observes or otherwise becomes aware of a Hazardous Environmental Condition or any other activity that affects the scope or time of services.



Exhibit E

GENERAL CONDITIONS

1. All original papers, documents, drawings and other work product of Consultant, and copies thereof, produced by Consultant pursuant to this agreement shall remain the property of Consultant and may be used by Consultant without the consent of Client. Upon request and payment of the costs involved, Client is entitled to a copy of all papers; documents and drawings provided Client's account is paid current.
2. Client acknowledges that its right to utilize the services and work product provided pursuant to this agreement will continue only so long as Client is not in default pursuant to the terms and conditions of this agreement and Client has performed all obligations under this agreement. Client further acknowledges that Consultant has the unrestricted right to use the services provided pursuant to this agreement as well as all work products provided pursuant to this agreement.
3. Upon request, Client shall execute and deliver, or cause to be executed and delivered, such additional instruments, documents, governmental fees, and charges, which are necessary to perform the terms of this agreement.
4. Client agrees not to use or permit any other person to use plans, drawings, or other work product prepared by Consultant, which plans, drawings or other work product are not final and which are not signed and sealed by Consultant. Client agrees to be liable and responsible for any such use of non-final plans, drawings, or other work product not signed and sealed by Consultant and waives liability against Consultant for their use. Client further agrees that final plans, drawings or other work product are for the exclusive use of Client and may be used by Client only for the Project described on the face hereof. Such final plans, drawings, or other work product may not be changed nor used on a different project without the written authorization or approval by Consultant.
5. If Consultant's work product exists in electronic or computerized format, or is transferred in electronic or computerized format (CADD), the stamp, seal, and signature shall be original and may not be a computer generated copy, photocopy, or facsimile transmission of the original. Original maps or plans with original signatures and seals shall be considered the original documents.
6. Any use or reuse of original or altered CADD materials by Client, agents of Client, or other parties without the prior review and written approval of Consultant shall be at the sole risk of Client. Further, Client agrees to defend, indemnify, and hold Consultant harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the unauthorized use, re-use, or modification of these materials.
7. Client recognizes that surveys, designs, plans, and data stored on electronic media including, but not limited to, computer disks and magnetic tapes may be subject to unauthorized use, misuse and uncontrollable deterioration. Upon document approval, Consultant shall submit to Client any deliverables, which have been contractually agreed to on electronic media. Client shall have 30 days to inspect such deliverables and notify Consultant of any irregularities in the deliverables. Consultant will correct any such irregularities detected by Client in order to complete the work in accordance with the intent of the Agreement and specifications. At the end of said 30-day inspection period, any services to be performed by Consultant relative to the submitted electronic materials shall be considered Additional Work, and shall be approved by Client prior to commencing such effort.
8. CADD submittals to or on behalf of Client will be prepared using AutoCAD 2012 and George F. Young, Inc. CADD standards, and shall be considered within the Scope of Services of the Agreement. Submittals in other electronic formats and/or other computer environments, and the work-effort related thereto, shall be considered Additional Services.

9. Consultant has a right to complete all services agreed to be rendered pursuant to this contract. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services performed. In the event all or any portion of the services or work product prepared or partially prepared by Consultant be suspended, abandoned, or terminated, Client shall pay Consultant for all fees, charges, and services provided for the project, not to exceed any contract limit specified herein. Client acknowledges if the project services are suspended for more than 90 days and restarted, there will be additional charges due to suspension of the services, which shall be paid for by Client as Additional Services.
10. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court.
11. This agreement shall not be construed to alter, affect or waive any lien or stop notice right, which Consultant may have for the performance of services pursuant to this agreement. Client agrees to separately provide to Consultant the present name and address of the record owner of the property on which the project is to be located. Client also agrees to separately provide Consultant with the name and address of any and all lenders who would loan money on the project and who are entitled to receive a preliminary notice.
12. If payment for Consultant's services is to be made on behalf of Client by a third-party lender, Client agrees that Consultant shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, provide any lender certifications, agreements for transfer of design documents, or assignment of contracts as a condition of receiving payment for services. In the event the Consultant agrees to provide any of the above, all work related thereto will be considered Additional Services.
13. If Client fails to pay Consultant within thirty (30) days after invoices are rendered, Client agrees Consultant shall have the right to consider such default in payment a material breach of this entire agreement, and upon written notice, the duties, obligations, and responsibilities of Consultant under this agreement are suspended or terminated. In such event, Client shall promptly pay Consultant for all fees, charges, and services provided by Consultant.
14. All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise specified in this agreement.
15. Client agrees to pay a monthly late payment charge, which will be the lesser of, one percent (1%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the original billing plus a \$250.00 administrative collection fee.
16. If Consultant, pursuant to this agreement, produces plans, specifications, or other documents and/or performs field services, and such plans, specifications, and other documents and/or field services are required by one or more governmental agency, and one or more such governmental agency changes its ordinances, policies, procedures or requirements after the date of this agreement, any additional office or field services thereby required shall be paid for by Client as Additional Services.
17. Client agrees that if Client requests services not specified pursuant to the Scope of Services description within this agreement, Client agrees to pay for all such Additional Services as extra work.
18. In the event that any staking or survey control points are destroyed, damaged or disturbed by an act of God or parties other than Consultant, the cost of restaking and/or reestablishing control points shall be paid for by Client as Additional Services.

19. Consultant is not responsible for delay caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or approve or disapprove of Consultant's services or work product promptly, faulty performance by Client, or other contractors or governmental agencies. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant is not responsible for damages nor shall Consultant be deemed to be in default of this agreement.
20. Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.
21. Consultant makes no warranty, either expressed or implied, as to its findings, recommendations, plans, specifications, or professional advice except that the services or work product were performed pursuant to generally accepted standards of practice in effect at the time of performance.
22. The Consultant agrees, to the fullest extent permitted by law to indemnify and hold harmless the Client, its officers, directors, and employees (collectively Client) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, and employees (collectively Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
23. All surveying and mapping services provided pursuant to this agreement will be performed in accordance with Chapter 5J-17 Florida Administrative Code. It is understood by the Client that Surveyors and Mappers do not determine ownership of the property surveyed. A Title Company or Attorney must verify any questions of ownership/encumbrance such as, but not limited to, vacation of rights of way and/or easements. Client hereby agrees to indemnify and hold Consultant harmless from any and all liability arising from or resulting from the determination of ownership of the property surveyed pursuant to this agreement.
24. Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction for the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours. Consultant shall not at any time have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor any failure of any contractor's work to comply with laws and regulations applicable to contractor's work.
25. Client agrees to limit the liability of Consultant, its principals, employees and their Subconsultants, to Client and to all contractors and subcontractors on the project, for any claim or action arising in tort, contract or strict liability, to the sum of \$50,000.00 or Consultant's fees, whichever is greater. Client and Consultant acknowledge that this provision was expressly negotiated and agreed upon.
26. Exclusion of Special, Incidental, Indirect and Consequential Damages: To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, Consultant and Consultant's officers, directors, partners, employees, agents, and Consultant's Subconsultants shall not be liable to the Client or anyone claiming by, through or under Client for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including, but not limited to, any such damages caused by the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of Consultant or Consultant's officers, directors, partners, employees, agents, and Consultant's Subconsultants or any of them.

27. The parties to this agreement acknowledge that Consultant's Scope of Services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Consultant or any other party encounters a Hazardous Environmental Condition, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Property affected thereby until Client: (i) retains appropriate specialist Consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Property is in full compliance with applicable Laws and Regulations.
28. If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement or in any way connected with the performance of this agreement, the prevailing party shall be entitled to reasonable attorneys' fees, which fees may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which Consultant may be entitled.
29. Client agrees that in the event Client institutes litigation to enforce or interpret the provisions of this agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which the Project is located, and Client waives the right to bring, try, or remove such litigation to any other county or judicial district.
30. (a) Except for the provision of subdivision (b) and subdivision (c), and in an effort to resolve any conflicts, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation or other form of Alternative Dispute Resolution as agreed to by the parties. The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and Consultants retained for the project and with other successive third parties including but not limited to construction contractors, lenders and owners associations and to require all independent contractors and Consultants also include a similar mediation provision in all agreements with subcontractors, Subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements
(b) Subdivision (a) does not preclude or limit Consultant's right to elect to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.
(c) Subdivision (a) does not preclude or limit Consultant's right to elect to perfect or enforce applicable mechanics lien remedies.
31. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on Client and Consultant.
32. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
33. Waiver by Consultant of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant, and any such waiver shall not constitute a continuing waiver thereof.
34. This Agreement shall not be assigned by either Client or Consultant without the prior written consent of the other. Any material change of ownership within the Client's organization including, but not limited to, new partners, principals, or a transfer of majority ownership shall be considered an assignment of this agreement and subject to written consent of the Consultant. Failure of Client to notify Consultant of such changes shall be considered a material breach of this Agreement.
35. From time to time and depending upon the circumstances, Consultant will utilize the services of third-party service providers (Subconsultants) to assist Consultant in providing professional services to Client.
36. PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.



Exhibit F

PROFESSIONAL AGREEMENT ACCEPTANCE

Description of services to be provided:

Consultant agrees to perform professional services as set forth on Exhibit A, Basic Scope of Services attached hereto and incorporated herein by this reference ("basic services") and and any Supplemental Scope of Services if indicated.

Client Responsibilities: Client shall have the responsibilities set forth herein on Exhibit D attached hereto and incorporated herein by this reference ("responsibilities").

The Client is expected to furnish Consultant with complete information as to its requirements including any special or extraordinary considerations for the Project or special services needed, also to provide Consultant all existing pertinent data.

FEE: The Client agrees to compensate Consultant for the above referenced services:

A Lump Sum fee of _____

In accordance to Compensation Schedule attached hereto and incorporated herein by this reference ("schedule")

On an hourly basis at our prevailing standard hourly rates set forth herein on Exhibit E attached hereto and incorporated herein by this reference ("rates").

RETAINER: In order to commence work a retainer in the amount of **\$0** must be received by Consultant. The retainer will be applied to the final invoice. If the amount of the retainer exceeds the amount of the final invoice any excess will be returned.

ACCEPTANCE: By execution of this agreement Client accepts the terms hereof, acknowledges receipt of a copy hereof, including all exhibits, and authorizes Consultant to proceed with the work. In the event Client is not the owner of the property, Client represents that Client has informed the owner of the work and obtained permission from said owner for Consultant to proceed. In accordance with Chapter 713.06, Florida Statutes, Consultant reserves the right to file a "Notice to Owner".

Project Name: BONE VALLEY ATV PARK SITE

This agreement is entered into on 02/24/2025, the effective date, for the terms and conditions listed above and on the previous pages of this agreement by and between:

The Lunz Group
ATTN: Craig Fennig
58 Lake Morton Drive
Lakeland, FL 33801
P: 863.682.1882
E: cfennig@lunz.com

George F Young, Inc.
1408 N Westshore Boulevard, Suite 205
Tampa, FL 33607
Nicolas Malabet, PE
P: 813.223.1747
E: nmalabet@georgefyoung.com

Authorized Signature - Client, as Owner or authorized agent for the Owner

Authorized Signature - George F. Young, Inc.

Date:

Date:



March 14, 2024

Mr. James Pendley
The LUNZ Group
58 Lake Morton Drive
Lakeland, FL 33801

Via email to: jpendley@lunz.com

Project: The LUNZ Group, Polk ORV Park – Bone Valley, FL

Subject: Fee Proposal for MEP Engineering Design

Dear James:

Pursuant to your request, **LUSEO Group LLC dba LUSEO Engineering** (“LUSEO”) is honored to provide our fee proposal for the rendition of the professional services described herein to **The LUNZ Group** (hereafter, “Client”) for the above-referenced project (the “Project”).

This proposal, LUSEO’s rate sheet and payment provisions (Exhibit A) and LUSEO’s terms and conditions (Exhibit B), upon execution, shall serve as the agreement between the Client and LUSEO, for the provision of professional services as set forth herein (the “Agreement”), with respect to the above referenced Project.

1 – Purpose of Engagement

The Client is the Architect of Record for an ORV located in Polk County, Florida. Based on the plans provided by the Client, the project includes the following:

- **Buildings**
 - Check In Gate House/Security
 - Bath Houses/Washrooms
 - Grand Pavilion/Restrooms
 - 250 car illuminated parking
 - Food Truck multi use pad
 - Concession Area
 - 66 pad RV/trailer campground
 - Gray water/Sanitary Pump out
 - Maintenance shed

If any of the above assumptions are incorrect, LUSEO will be pleased to revise our proposal accordingly.

2 – MEP/FP Assumptions

For the purposes of our design efforts, we make the following assumptions regarding critical elements of the building's MEP/FP systems. If any of our assumptions are incorrect, we will be pleased to revise our proposal accordingly:

- Utilities
 - Electric utility service calculations/coordination with Peace River Electric Utility will be required (LUSEO to coordinate, if required).
 - Connection to on-site well water.
 - Connection to LP gas as energy fuel if requested.

- HVAC
 - Split system A/C for Gate/Security Building, Maintenance Shed Office.
 - Bath Houses, Washrooms, Concession, ventilation.

- Plumbing
 - Typical plumbing (water, sanitary(septic), storm and vent).
 - Standard water/sanitary distribution to sinks and bathrooms.
 - Condensate drainage from cooling and refrigeration equipment (if any).
 - Local hot water to be provided by electric or LP instantaneous or small gallonage electric tank units.
 - Stormwater design (coordinated with civil engineering).
 - Septic system local to Gatehouse, Bathhouses, Washrooms, Pavilion, Maintenance Shed.

- Electrical
 - Existing, and adequate commercial electrical service and AI distribution (#6 and above).
 - Commercial power distribution for RV park, Pavilion equipment, exterior building attached lighting, Maintenance Shed/office, Food Truck pad.
 - Expandable service for future equipment loads.
 - *Lighting will be designed as per Florida Building Code requirements utilizing local switches, and occupancy sensors for automatic controls. If the client requires a more sophisticated level of design, a lighting consultant will have to be retained by the client.*

- Fire and Life Safety
 - Code minimum design for emergency lighting and central fire alarm with control panel and annunciator (for permit set– detailed design by others).
 - Coordination with BDA consultant (if required).

3 – Base Scope of Engineering Services to be Provided

MEP engineering design will be provided to accommodate the scope of general construction and infrastructure items referenced in Part 1.

The MEP engineering Base Scope of Services shall generally include the following:

- **Schematic Design**
 - Attend kickoff meeting with Client, Owner, Consultants, or Contractor (in person) for preliminary coordination purposes and to review basic concepts and project requirements.
 - Provide site visit prior to schematic design.
 - Perform preliminary utility load calculations, including coordination for new electricity service with Peace River Electric utility, if required.
 - Provide Design Narrative, specific to each defined area.
- **Design Development**
 - Review preliminary architectural plans and delineate critical MEP/FP system equipment and preliminary locations.
 - Provide Mechanical (M series), Electrical (E series), Plumbing (P series) and Fire Protection-if required (FP) drawings for coordination with Client.
 - Provide Fire Alarm layout to meet code (within E Series drawings).
 - Attend one (1) site visit during DD, and attend (1) virtual meeting biweekly with Client, other consultants, owner and contractor (via webinar) for coordination purposes.
- **Construction Documents**
 - Provide Mechanical (M series), Electrical (E series), Plumbing (P series) and Fire Protection (FP) drawings for final review and coordination with Client.
 - The construction drawings shall be provided for application of building permits and construction purposes.
 - Provide signed and sealed drawings for submission to local AHJ's and respond to building department comments.
 - Attend one (1) site visit during CD and attend one (1) virtual meeting biweekly with Client, other consultants, owner and contractor (via webinar) for coordination purposes.
- **Bidding and Construction Phase Services**
 - Review general contractor bids and provide comments to the Client.
 - Review VE (Value Engineering) proposals/alternates from subcontractors.
 - Review and take appropriate action upon the Contractor's submittals such as shop drawing, product data, and samples pertaining to the MEP/FP design of the project but only for the purpose of checking conformance with the information given and the design concept expressed in the MEP/FP Construction Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems,

- which are the Contractor's or other's responsibility. LUSEO shall respond to the submittals as set forth herein within ten (10) business days of receipt thereof.
- Provide monthly site visits/reports at intervals appropriate to the stage of construction or as otherwise requested by the Client to become generally familiar with the progress and quality of the portion of the Work completed pertaining to the MEP/FP design of the Project, and to determine, in general, if the portion of the Work observed is being performed in a manner indicating that the portion of the Work, when fully completed, will be in accordance with the MEP/FP Construction Documents. LUSEO's Design Fee includes two **(2) visits** to the Project site during an anticipated 12-month construction period. Any site visits in excess of the limitation set forth herein shall be compensated to LUSEO on a time and expense basis at hourly rates set forth in **Exhibit A**.
 - LUSEO shall review and respond to requests for information ("RFIs") about the MEP/FP Documents in writing seven (7) business days from LUSEO's receipt thereof. If appropriate, LUSEO shall prepare and issue supplemental drawings and sketches in response to the requests for information. The Design Fee includes a total of **four (4) hours allocated to respond to RFIs**. Any time spent by LUSEO in excess of the limitation set forth herein shall be compensated to LUSEO on a time and expense basis at the hourly rates set forth in **Exhibit A**.
 - On the basis of the site visits, LUSEO shall keep the Client reasonably informed of the progress and quality of the portion of the MEP/FP work installed, and report to the Client via a Field Observation Report (1) known deviations from the MEP/FP Construction Documents; and, (2) defects and deficiencies observed by LUSEO within the installed work.

4 – Expected Materials to be Provided by Client and Exclusions

To facilitate our scope of work, we expect that the Client or others will provide the following:

- Architectural floor plans and reflected ceiling plans.
- Thermal properties for building envelope (for commercial energy model input).
- Complete system design, engineering, life safety design.
- Equipment and machines specifications, with detail of all energies/services.
- Low voltage design and specifications (audio-visual, IT, security, specialty equipment, etc.).
- Well water design, drilling, sizing to each facility usage (LUSEO to coordinate with others)

The following services are not included in our scope of services described in Part 2 above. However, these services can be provided for an additional fee upon request:

- Building department filing or expediting.
- Meeting with county officials (i.e. planning and zoning meetings, town hearings).
- Significant revisions to the drawings subsequent to start of the 100% construction documents.
- *Design of lighting beyond what is proposed within section 2 of this document.*
- *Design of security or telephone/television/communications. We will provide stub-ups and power to these loads, where specified by others.*
- Design of irrigation system. We will provide necessary power and water connections to these loads.



- Design of solar thermal, solar photovoltaic, wind, or onsite battery energy storage systems. If this is requested, LUSEO can provide coordination with an equipment manufacturer or design/build contractor.
- Structural, civil, landscape engineering, water well engineering, or any other outside of the scope in this proposal.
- Other technical services as may be required.
- Additional meetings beyond those listed with this proposal.

Any additional services requested will be invoiced pursuant to the attached hourly rate schedule within the "Professional Fees and Expenses" addendum.

5 – Deliverables

Our deliverables will include preparation of construction documents in PDF formats, in adherence to local building code requirements. We will also make available our CAD files for coordination purposes.

6 – Schedule

We envision an approximate 4 weeks design schedule. We do not foresee any issues in meeting this schedule, so long as we are provided the requested materials identified in Part 3 above in a timely manner.



8 – Closure

We appreciate the opportunity to provide a fee proposal for MEP engineering services for your project. We are available for further conversation regarding this scope of services at your convenience.

If you would like us to proceed, kindly sign below. We look forward to working with you on this project and helping to bring it to a successful completion.

Sincerely,

Alfredo I. Falcon
Managing Director Americas

AGREED TO AND ACCEPTED:

The LUNZ Group

Signature _____

Printed Name _____

Title _____

Date _____



EXHIBIT A

LUSEO's RATE SHEET
Valid from January 1, 2024

Professional Fees shall be based on the:

1. Lump sum as provided in Proposal, or
2. Hourly billing rates effective January 1, 2024 as follows
(rates to remain effective for 1 year from date of proposal):

Principal:	\$250
Senior Project Manager / Senior Project Engineer:	\$175
Project Manager / Project Engineer:	\$135
Senior Designer:	\$120
Designer:	\$90
Drafter:	\$65
Administrative Staff:	\$50

Expenses: Reimbursable expenses are invoiced at our cost plus an administrative markup of 5.0%. Unless authorized in our proposal, LUSEO Engineering will request written authorization prior to incurring reimbursable expenses.

Payment terms:

1. *Unless otherwise agreed, payment of the Design Fee for services shall be made monthly in proportion to services performed. Payments shall be processed 7 days of the Client's receipt of payment from Owner/Client.*
2. *Any amounts unpaid by the Client thirty (30) days from the agreed payment date, shall bear interest at an annual rate of eighteen percent (18%) or a monthly rate of One-and-a-Half percent (1.5%) thirty (30) days from the date the invoice is presented to the Client.*
2. **Payment Procedure:** Payment must be made in U.S. dollars, using either a check drawn on a U.S. bank or a wire transfer of funds to the account of LUSEO Group LLC. In addition to the Design Fee, the Client hereby agrees to reimburse LUSEO for the reasonable out-of-pocket travel and related expenses incurred while traveling in connection with the Project as set forth in this Exhibit.
3. **Agreement Term.** This Agreement is valid for thirty (30) days from the date of issuance. Beyond this timeframe, the Project schedule and fee may be subject to change.

EXHIBIT B
Standard Terms & Conditions

1. **Project Duration.** This proposal assumes that all design efforts will be completed within one year of date of execution of this Agreement. If the Project design timeframe extends beyond one year in duration, additional fees may be required.
2. **Responsibilities of the Client.** Client will provide all criteria and full information as to requirements for the project. Client will designate a person to act as its representative with respect to professional services of LUSEO. Client will give prompt notice to LUSEO of any developments that affects the scope/timing of LUSEO's services. If LUSEO Engineering is not providing construction phase services, Client will promptly contact LUSEO for any requests for information related to its scope of work.
3. **Standard of Care.** LUSEO will endeavor to perform services in a manner consistent with the degree of care and skill ordinarily exercised by MEP/FP engineers currently practicing in the same locality under the same or similar circumstances. Nothing in this Agreement shall be interpreted to require LUSEO to meet any higher standard of care, and this paragraph shall control over any contrary provision. The LUSEO makes no warranties, guarantees, express or implied, under this Agreement or otherwise in connection with the Engineer's Services.
4. **Consequential Damages.** LUSEO and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.
5. **Ownership of Documents.** All work product prepared by LUSEO in connection with the performance of the Services under this Agreement are referred to as the Documents. LUSEO shall retain all common law, statutory and other reserved rights, including the copyright to the Documents. The Documents may not be used by the Client for any other endeavor without written consent of LUSEO. Any unauthorized use or reuse of Documents by the Client is without liability to LUSEO.
6. **Termination of Agreement/Assignment:** Either party may at any time, upon seven (7) days written notice to the other party, terminate this Agreement. In the event of any termination, the Client will pay LUSEO Engineering for all services rendered and costs incurred through the effective date of termination. Any license, express or implied, to utilize the Documents in connection with the Project shall be deemed terminated with the termination of this Agreement by either party. Neither party will shall assign its rights, interests, or obligations under this Agreement without the written consent of the other party.
7. **Governing law & Venue:** If any dispute, controversy or claim arises in connection with this Agreement then such dispute, controversy or claim shall be submitted to non-binding mediation as a condition precedent to litigation. Any claim or dispute arising out of, relating to, or in any way connected with this Agreement not resolved by mediation shall be adjudicated by litigation before a court of competent jurisdiction in Miami-Dade County, Florida and the Parties waive all objections to such venue. The Parties expressly and irrevocably submit, and consent, to the exclusive jurisdiction of any state or federal court sitting in Miami-Dade County, Florida and the Parties waive all objections to such exclusive jurisdiction. **THE PARTIES HERETO EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.**
8. **Indemnity.** The Client shall indemnify, defend, and hold harmless LUSEO, LUSEO's consultants (if any), and their respective officers, employees, agents, representatives and any affiliated or related entities against any and all suits, actions, proceedings, claims, losses, liabilities, damages, costs and expenses, including but not limited to court costs, litigation expenses and reasonable attorneys' fees arising out of, or in connection with, or as a result of the acts, omissions, or negligence of the Client, the Client's consultants, and their respective agents, employees or representatives, whether or not the same is caused in part by party indemnified herein.
9. **Liability Allocation.** To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of LUSEO, its officers, directors, employees, agents, and consultants to the Client, and anyone claiming by, through or under the Client, for any and all claims, losses, liabilities, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or this Agreement from any cause, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, or warranty (express or implied) of RJL, its officers, directors, employees, agents or consultants, shall not exceed: (i) the actual amount of payments made by the Client to LUSEO under this Agreement; or (ii) the proceeds of available insurance coverage maintained by LUSEO which is applicable to the claim(s).
10. **PURSUANT TO FLORIDA STATUTE 558.035, NO INDIVIDUAL DESIGN PROFESSIONAL, EMPLOYEE OR AGENT OF LUSEO MAY BE HELD PERSONALLY LIABLE FOR NEGLIGENCE UNDER THIS AGREEMENT.**

EXHIBIT B
FEE SCHEDULE



KISINGER CAMPO & ASSOCIATES, CORP.

POLK COUNTY, FLORIDA
Professional Engineering Services for Parks and Natural Resources
RFP #22-315

ITEM #1 - SCHEDULE OF RATES & ITEM #2 - MULTIPLIER CALCULATIONS

Item #1 - Schedule of Labor Rates and Billing Rates

Position / Titles	Labor Rate Ranges by Position / Title				
	Raw Labor Rates		Multiplier	Hourly Billing Rates	
	Minimum	Maximum		Minimum	Maximum
PROJECT MANAGER	\$ 73.00	\$ 113.00	3.082	\$ 225.00	\$ 348.00
CHIEF ENGINEER	\$ 82.00	\$ 103.00	3.082	\$ 253.00	\$ 317.00
SENIOR ENGINEER	\$ 70.00	\$ 86.00	3.082	\$ 216.00	\$ 265.00
SENIOR PROJECT ENGINEER	\$ 59.00	\$ 74.00	3.082	\$ 182.00	\$ 228.00
PROJECT ENGINEER	\$ 46.00	\$ 58.00	3.082	\$ 142.00	\$ 179.00
ENGINEER	\$ 39.00	\$ 46.00	3.082	\$ 120.00	\$ 142.00
ENGINEERING INTERN	\$ 32.00	\$ 42.00	3.082	\$ 99.00	\$ 129.00
SENIOR DESIGNER	\$ 41.00	\$ 52.00	3.082	\$ 126.00	\$ 160.00
DESIGNER	\$ 35.00	\$ 47.00	3.082	\$ 108.00	\$ 145.00
SENIOR ENGINEERING TECHNICIAN	\$ 36.00	\$ 59.00	3.082	\$ 111.00	\$ 182.00
ENGINEERING TECHNICIAN	\$ 28.00	\$ 35.00	3.082	\$ 86.00	\$ 108.00
CHIEF PLANNER	\$ 98.00	\$ 98.00	3.082	\$ 302.00	\$ 302.00
CHIEF SCIENTIST	\$ 67.00	\$ 78.00	3.082	\$ 206.00	\$ 240.00
SENIOR SCIENTIST	\$ 50.00	\$ 58.00	3.082	\$ 154.00	\$ 179.00
ENVIRONMENTAL SPECIALIST	\$ 29.00	\$ 29.00	3.082	\$ 89.00	\$ 89.00
GIS SPECIALIST	\$ 36.00	\$ 58.00	3.082	\$ 111.00	\$ 179.00
INSPECTOR-TECHNICIAN / ASSET MANAGEMENT	\$ 25.00	\$ 32.00	3.082	\$ 77.00	\$ 99.00
CERTIFIED BRIDGE INSPECTOR	\$ 30.00	\$ 46.00	3.082	\$ 92.00	\$ 142.00
BRIDGE INSPECTOR-ASSISTANT	\$ 21.00	\$ 26.00	3.082	\$ 65.00	\$ 80.00
CEI-SENIOR PROJECT ENGINEER	\$ 80.00	\$ 94.00	2.908	\$ 233.00	\$ 273.00
CEI-PROJECT ADMINISTRATOR	\$ 50.00	\$ 81.00	2.908	\$ 145.00	\$ 236.00
CEI-SENIOR INSPECTOR	\$ 30.00	\$ 39.00	2.908	\$ 87.00	\$ 113.00
CEI-INSPECTOR	\$ 25.00	\$ 29.00	2.908	\$ 73.00	\$ 84.00

Item #2 - Standard Multiplier:

Billing Rate comprised of:	Multiplier Calculations-HOME	Multiplier Calculations-FIELD
a. Personnel		
Direct Labor	1.0000	1.0000
Fringe Benefits/Overhead/Administrative/General	0.7866	0.7560
Overhead/General/Administrative	0.9649	0.8407
Sub-total:	2.7515	2.5967
b. Profit @ 12%	0.3302	0.3116
Standard Multiplier:	3.082	2.908

Notes: (a) Rates are rounded to nearest whole dollar. (b) Billing rates do not include expenses.

Polk County
 Bone Valley ATV Park
 Compensation Table CSA No. 2022-064-03

revised March 31, 2025

Phase	Task ID	Tasks	ID	Description	Deliverable	Total Fee	KCA	Lunz	CivilSurv	CPWG Madrid	GPI	ACI
Conceptual Design Services												
I	I.A	Project Initiation and Kick-Off Meeting	I.A	Project Initiation Memorandum and Kickoff Meeting Notes		\$9,412.00	\$9,412.00					
	I.B	Topographic Survey	I.B	Topographic Survey		\$19,500.00			\$19,500.00			
	I.C	Conceptual Design	I.C	Concept Design Package & Presentation		\$98,790.00	\$14,426.00	\$44,364.00				
	I.D.1	Water Use Planning and Coordination	I.D.1	Water Use Planning - Data gathering and Coordination		\$14,765.24					\$14,765.24	
	I.D.2	Water Use Permitting	I.D.2	Water Use Permitting - SWP/WMD Pre-Application Meeting		\$18,247.98					\$18,247.98	
Schematic Design Phase Services												
II	II.A.1	Draft Schematic Design Phase	II.A.1	Draft Schematic (60%) Design Package - Plans and Documents		\$35,965.00	\$6,594.00	\$29,371.00				
	II.A.2	Final Schematic Design Phase	II.A.2	Final Schematic (90%) Design Package - Plans and Documents		\$35,965.00	\$6,594.00	\$29,371.00				
	II.B.1	Geotechnical Field Services Memorandum	II.B.1	Geotechnical Field Services Memorandum		\$14,026.50				\$14,026.50		
	II.B.2	Geotechnical Laboratory Report	II.B.2	Geotechnical Laboratory Report		\$4,064.00				\$4,064.00		
	II.B.3	Geotechnical Preliminary Engineering Report	II.B.3	Geotechnical Preliminary Engineering Report		\$3,960.00				\$3,960.00		
	II.C.1	Environmental (Ecological) Field Assessment	II.C.1	Environmental (Ecological) Assessment Report		\$17,952.00	\$17,952.00					
	II.C.2	Environmental (Ecological) Assessment Report	II.C.2	Environmental (Ecological) Assessment Report		\$14,106.00	\$14,106.00					
	II.C.3	Preliminary Gopher Tortoise Technical Memorandum	II.C.3	Preliminary Gopher Tortoise Technical Memorandum		\$16,728.00	\$16,728.00					
	II.D.1	Water Use Permitting	II.D.1	Water Use Planning and Permitting Recommendations Technical Memorandum		\$10,220.82					\$10,220.82	
	II.D.2	Water Use Permitting	II.D.2	Water Use Permit Application		\$6,867.36					\$6,867.36	
	II.E.1	Cultural Resources Assessment Survey	II.E.1	Cultural Resources Assessment Survey		\$2,850.00						\$2,850.00
Design Development Phase Services												
III	III.A.1	Draft Design Development Phase	III.A.1	Draft Design (60%) Development Package - Plans and Documents		\$74,149.00	\$9,467.00	\$64,682.00				
	III.A.2	Final Design Development Phase	III.A.2	Final Design (90%) Development Package - Plans and Documents		\$74,149.00	\$9,467.00	\$64,682.00				
	III.B.1	Traffic Analysis	III.B.1	Traffic Analysis Memorandum		\$14,033.00	\$14,033.00					
	III.B.2	Access Permitting	III.B.2	Access Permit Application		\$10,162.00	\$10,162.00					
	III.B.3	FDEP Mining and Mitigation Program Permitting	III.B.3	FDEP Mining and Mitigation Coordination Memo (or Permit Application, as applicable)		\$19,860.00	\$19,860.00					
III.C	III.C.1	Landscape Design Plans	III.C.1	Landscape Design and Plans added to Construction Design Phase, below		\$0.00						
	III.D.1	Well Construction Permit Application	III.D.1	Allowance for Well Permit Application included in Budget Contingency		\$0.00						
	III.D.2	Water Use Permitting	III.D.2	Response to SWP/WMD Requests for Additional Information (RAI)		\$7,033.36					\$7,033.36	
Construction Documents Phase Services												
IV	IV.A.1	Draft Construction Documents	IV.A.1	Draft Construction Design Documents Package - Plans and Documents		\$125,806.50	\$7,415.00	\$118,391.50				
	IV.A.2	Final Plans and Construction Documents	IV.A.2	Final Construction Design Documents Package - Plans and Documents		\$125,806.50	\$7,415.00	\$118,391.50				
Bidding or Negotiation Phase Services												
V	VA.1	Final Project Design Completion Memorandum	VA.1	Final Project Design Completion Memorandum		\$37,681.00	\$4,520.00	\$33,161.00				
Phase Summary												
		Phase Description		Total		Total	Kishinger Campo & Associates, Corp.	The Lunz Group Design Team	CivilSurv, Inc.	CPWG Madrid, Inc.	Greenman Petersen, Inc.	Archaeological Consultants, Inc.
	I	Concept Design Services		\$120,715.22		\$23,838.00	\$44,364.00	\$19,500.00			\$33,013.22	
	II	Schematic Design Phase Services		\$162,704.68		\$61,974.00	\$58,742.00		\$22,050.50		\$17,088.18	\$2,850.00
	III	Design Development Phase Services		\$199,386.36		\$62,989.00	\$129,364.00				\$7,033.36	
	IV	Construction Documents Phase Services		\$251,613.00		\$14,930.00	\$236,783.00					
	V	Bidding & Permitting Phase Services		\$37,681.00		\$4,520.00	\$33,161.00					
	VI	Construction Phase Services										
		Total		\$772,100.26		\$168,151.00	\$502,414.00	\$19,500.00	\$32,050.50	\$57,134.76	\$2,850.00	
		Contingency 12%		\$92,652.03								
		Total with 10% Contingency		\$864,752.29								

Permit Application and Noting Fees will be paid and reimbursed directly by the County

NOT INCLUDED AT THIS TIME

EXHIBIT C
REIMBURSABLE COST SCHEDULE

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

EXHIBIT D
INSURANCE DOCUMENTS

Additional Named Insureds

Other Named Insureds

Campo & Associates, PLLC

Doing Business As

Campo & Associates LLC

Campo & Associates, PLLC

KCCS, Inc.

ADDITIONAL COVERAGES

Ref #	Description Employee Benefits AGG	Coverage Code	Form No.	Edition Date	
Limit 1 2,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Rental Reimbursement	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description PIP-Basic	Coverage Code PIP	Form No.	Edition Date	
Limit 1 Statutory	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Medical payments	Coverage Code MEDPM	Form No.	Edition Date	
Limit 1 5,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Underinsured motorist combined single limit	Coverage Code UNCSL	Form No.	Edition Date	
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Experience Mod Factor 1	Coverage Code EXP01	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Increased employer's liability	Coverage Code INEL	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

REQUEST FOR LEGAL SERVICES

TO: COUNTY ATTORNEY'S OFFICE (AT01)

ATTENTION: Tom Norsworthy
(CHECK ONE) Noah Milov

FROM: Brandy Gray 534-7377
(Name and Phone Number)

DATE: 04/16/2025

RETURN TO: Brandy Gray PW06

DIVISION: Parks & Natural Resources

BOARD AGENDA DATE: _____

COUNTY MANAGER ITEM:

PROJECT: Bone Valley ATV Park Campground

CSA/CONTRACT NUMBER: 2022-064-03

MODIFICATION NUMBER: _____

CHANGE ORDER NUMBER: _____

TYPE OF AGREEMENT: _____

NAME OF CONSULTANT/CONTRACTOR: Kisinger Campo & Associates, Corp.

Please indicate any time limits and attach all necessary documentation.

REQUEST IN DETAIL: Please review the CSA with Kisinger Campo & Associates, Corp. to provide professional engineering services for the Bone Valley ATV Park Campground

Please review attachments for the Board Agenda date indicated and return APPROVED documents at your earliest convenience. THANK YOU.

For CAO Use Only:		County Attorney
Assigned Staff:	<u>Noah</u>	Log-In Date: <u>APR 23 2025</u>
CAO Project Number:	<u>25-310</u>	Log-Out Date: <u>4/28/25</u>

RECEIVED
MAY 01 2025
Parks and Natural Resources Division, ADP



Polk County
Board of County Commissioners

Agenda Item H.2.

5/20/2025

SUBJECT

Approve agreement with Carollo Engineers, Inc. to provide Part 1 engineering services for the East Regional Wastewater Treatment Facility. (\$490,426.00 one-time expense)

DESCRIPTION

The Utilities Division requested Procurement solicit proposals from engineering firms to provide design, permitting, bidding and construction administration services for new water production and wastewater treatment facilities in the east regional utility service area. These new facilities are necessary to accommodate the anticipated growth in the region.

Request for Proposal (RFP) 24-551, Engineering Services for the East Regional Water Production and Wastewater Treatment Facilities was issued, and four proposals were received. On January 7, 2025, the Board approved the selection committee's recommendation to enter separate contract negotiations with Carollo Engineers, Inc. for (1) the East Regional Water Production Facility (ERWPF) and (2) the East Regional Wastewater Treatment Facility (ERWWTF).

Carollo Engineers has proposed completing the services for the ERWWTF project in parts. Part 1 will include project management and evaluating the feasibility of up to three different locations for the ERWWTF, with the possibility of building both the ERWPF and ERWWTF at the same location. The negotiations for Part 1 services are now complete and are included in the attached agreement in the amount of \$490,426.00.

It is anticipated that Part 1 services will be completed in approximately 17 weeks, yet the agreement will remain in place until all services have been completed. An amendment to the agreement for Part 2 services for the ERWWTF will be brought back to the Board for approval once Part 1 services are complete.

Negotiations for the agreement to design, permitting, bidding and construction administration services of the ERWPF are dependent on the outcome of the feasibility study being performed in Part 1 service for the ERWWTF.

RECOMMENDATION

Request Board approve agreement with Carollo Engineers, Inc. to provide Part 1 engineering services for the East Regional Wastewater Treatment Facility. (\$490,426.00 one-time expense)

FISCAL IMPACT

Funding is available in the Utilities Five-Year Community Investment Program Budget.

CONTACT INFORMATION

Ari Goldstein

Procurement Analyst

863.534.6415

arigoldstein@polk-county.net

**PROFESSIONAL SERVICE AGREEMENT FOR ENGINEERING SERVICES FOR
THE EAST REGIONAL WASTEWATER TREATMENT FACILITY**

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 Carollo Engineers, Inc. (the “Consultant”) a Delaware corporation, located at 2795 Mitchell Drive, Walnut Creek, California 94598 and whose Federal Employer Identification Number is 86-0899222.

WHEREAS, the County requires certain professional services in connection with the East Regional Water Production and Wastewater Treatment Facilities; and

WHEREAS, the County has solicited for these services via RFP 24-551, an advertised request for proposals (the “RFP”), and has received numerous responsive proposals thereto; and

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

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

1.0 Effective Date; Term

1.1 This Agreement shall take effect on the date (the “Effective Date”) of its execution by the County.

1.2 The term of this Agreement shall be for three (3) years or upon completion of the Services to the County’s satisfaction, whichever is sooner commencing upon the Effective Date, unless otherwise sooner terminated as provided herein. A timeline will be established for each Part (as defined in Section 2.2). The timeline for Part 1 Services is included in the Scope of Services attached hereto and incorporated herein as Exhibit “A-iii”, and a timeline for each subsequent Part will be included in an amendment to this Agreement.

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 # 24-551, to include all attachments and addenda, (ii) the Consultant's responsive proposal thereto, and (iii) the Scope of Services (collectively, (i) (ii), and (iii) are "RFP 24-551"), 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, add or delete any Services included within the parts as set forth and described in the Consultant's Project Approach portion of the RFP (collectively, the "Parts"), contained in Exhibit "A", by duly executing a written amendment(s) to this Agreement.

2.3 By execution of this Agreement, the County hereby engages the Consultant to perform the Part 1 Services as outlined in Exhibit "A-iii."

3.0 Compensation

3.1 General

3.1.1 In consideration for its providing Part 1 Services, the County shall pay the Consultant the not to exceed amount of \$490,426.00 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 Also, the County and the Consultant shall negotiate not to exceed amount(s) for services to be performed under future parts and base such amount(s) on the Consultant's hourly rate schedule set for in Exhibit "B."

3.1.4 At its option the County may choose to engage the Consultant to perform additional, related consulting services beyond the scope of the Services for which the County shall pay the Consultant in accordance with the hourly rate schedules stated in the attached Exhibit "B."

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

3.1.6 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 Utilities
1011 Jim Keene Blvd
Winter Haven, FL 33880

3.1.7 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.

3.1.8 The County's payment of a Final Invoice shall not constitute evidence of the County's acceptance of the Consultant's performance of the Services or its acceptance of any of the Consultant's Project work.

3.1.9 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.

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

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

3.2 Reimbursable Expenses

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

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

Sub-Consultant
Special Consultants

3.2.3 Mileage and associated travel costs shall be reimbursed in accordance with F.S. 112.061 and County policy for pre-approved out-of-county travel (excluding travel from home offices located outside of Polk County to the Polk County line).

3.2.4 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the County upon completion of any Project work for which the asset was utilized. All such assets must be surrendered by delivery to the applicable County Division responsible for the Project immediately upon (i) demand, (ii) termination of the Agreement, or (iii) the conclusion of the applicable Project, whichever occurs first.

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

4.0 Consultant's Responsibilities

4.1 The Consultant shall 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.

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

damages to the County caused by the Consultant's negligent or wrongful performance or nonperformance of any of the Services to be furnished under this Agreement.

5.0 Ownership of Documents

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

6.0 Termination

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

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

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

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

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

7.0 No Contingent Fees

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

consideration.

8.0 Assignment

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

9.0 Professional Associates and Subcontractors

If the Consultant requires the assistance of any professional associates or subcontractors in connection with its providing the Services the Consultant must obtain the prior express written approval of the County, which the County may withhold in its discretion, before any such professional associate or subcontractor may perform any work for the County. If after obtaining the County's approval the Consultant utilizes any professional associates or subcontractors in the delivery of the Services, then the Consultant shall remain solely and fully liable to the County for the performance or nonperformance of all such professional associates and subcontractors. The failure of a professional associate or subcontractor to timely or properly perform any of its obligations to the Consultant shall not relieve the Consultant of its obligations to the County under this Agreement.

10.0 Indemnification of County

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

11.0 Insurance Requirements

The Consultant shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Consultant shall provide the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The County shall be named as an additional insured on General and Automobile Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County. The Commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Consultant's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the County. In the event of any failure by the Consultant to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Consultant suspend Consultant's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Consultant's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Consultant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

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

Professional Liability. \$5,000,000 for errors and omissions, exclusive of defense costs.

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

Premises and Operations:

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

Independent Contractors:

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

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

12.0 Public Entity Crimes

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

13.0 Non-Discrimination

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

14.0 Designation of Party Representatives

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

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

15.0 All Prior Agreements Superseded

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the

parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

16.0 Modifications, Amendments or Alterations

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

17.0 Independent Consultant

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

18.0 Public Records Law

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

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

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

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

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

transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultants shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

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

**RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
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 Utilities
1011 Jim Keene Blvd
Winter Haven, FL 33880
Attention: Division Director

For Consultant: Carollo Engineers, Inc.
2795 Mitchell Drive
Walnut Creek, CA 94598
Attn: Amanda Bauner, PE, ENV SP

22.0 Severability

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

23.0 Annual Appropriations

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

obligation to pay the Consultant under this Agreement is contingent upon annual appropriations being made for that purpose.

24.0 Employment Eligibility Verification (E-VERIFY)

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

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

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

25.0 Consultant Representations

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

25.1.1 Consultant is a corporation that is duly organized and existing in good standing under the laws of the State of Delaware 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, 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.

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

26.0 Default and Remedy

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

27.0 Limitation of Liability

IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE CONSULTANT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE

NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

28.0 Waiver

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

29.0 Attorneys' Fees and Costs

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

30.0 Force Majeure

Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended

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

31.0 Key Personnel

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

Name: Vic Godlewski, PE

Name: Amanda Bauner, PE, ENV SP

Name: Jeremy O’Neal, PE

Name: Erica Stone, PhD, PE

Name: Sudhan Paranjape, PE

Name: Jeremy O’Neal, PE

Name: Andrew Gilmore, PE

32.0 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).

33.0 No Construction Against Drafter

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

34.0 Unauthorized Alien(s)

The Consultant shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Consultant shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

Polk County, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
T. R. Wilson, Chairman
Board of County Commissioners

Date Signed By County _____

Reviewed as to form and legal sufficiency:

Neah, Malow 5/5/25
County Attorney's Office Date

ATTEST:

Carollo Engineers, Inc.,
a Delaware corporation

By: [Signature]
Vic Godlewski, PE

By: [Signature]
Mary Thomas, PE

PRINT NAME
Vice President

TITLE

PRINT NAME
Vice President

TITLE

Date: May 8, 2025

SEAL



ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

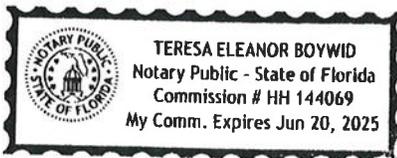
STATE OF _____ County OF _____
The foregoing instruments was acknowledged before me by means of physical presence or online notarization this _____ (Date) by _____ (Name of officer or agent) as _____ (title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred 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 Florida County OF Orange
The foregoing instrument was acknowledged before me by means of physical presence or online notarization this May 8th 2025 (Date) by Mr Godlewski (Name of officer or agent) as Vice President (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this May 8th 2025 (Date) _____ (Official Notary Signature and Notary Seal) [Signature] (Name of Notary typed, printed or stamped) Commission Number HH 144069 Commission Expiration Date June 20, 2025

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 _____

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 24-551, Engineering Services for East Regional Water Production and Wastewater Treatment Facilities

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

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

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

Company Name: Carollo Engineers, Inc.

Signature: [Handwritten Signature]

Title: Vic Godlewski, PE Vice President

Date: 05/08/2025

State of: Florida

County of: Orange

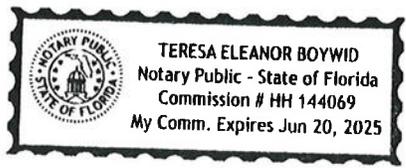
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 8th day of May, 2025 by Vic Godlewski (name) as Vice President (title of officer) of Carollo Engineers, Inc. (entity name), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: [Handwritten Signature]

Printed Name of Notary Public: TERESA BOYWID

Notary Commission Number and Expiration: HH 144069 June 20, 2025

(AFFIX NOTARY SEAL)



Affidavit Regarding the Use of Coercion for Labor or Services

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

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

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as an officer or representative of the Nongovernmental Entity.
3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

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

Further Affiant sayeth naught.

Carollo Engineers, Inc.

NONGOVERNMENTAL ENTITY



SIGNATURE

Vic Godlewski, PE

PRINT NAME

Vice President

TITLE

05/08/2025

DATE

Exhibit "A-i"

RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal proposals from vendors that are interested in providing professional engineering services for the new water production and wastewater treatment facilities in the ERUSA for Polk County 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: 24-551, Engineering Services for East Regional Water Production and Wastewater Treatment Facilities

Description: Provide professional engineering services for new water production and wastewater treatment facilities in the East Regional Utility Service Area (ERUSA), to include preliminary and final design, permitting, bid phase, and construction phase services.

Receiving Period: Prior to 2:00 p.m., Wednesday, October 16, 2024.

Bid Opening: Wednesday, October 16, 2024, at 2:00 p.m. or as soon as possible thereafter.

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

Special Instructions: A **MANDATORY** pre-proposal meeting will be held Monday, September 30, 2024, 2:00 p.m. at the Utilities Administration Building, Room 63, located at 1011 Jim Keene Blvd, Winter Haven, FL 33880. An authorized representative or agent of the Proposer must be present at this meeting in person as evidenced by their signature on the meeting's sign-in sheet, or the Proposers Proposal will be considered non-responsive.

To receive a copy of **RFP 24-551 Appendix "A" 2023 ERUSA Master Plan Update**, please go to the following FTP site: <https://ftp3.polk-county.net>, and 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 24-551 Appendix A 2023 ERUSA Master Plan Update.zip**", select "Open" or "Save As" to download Appendix "A". If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.

Questions regarding this RFP must be in writing and must be sent to Ari Goldstein Procurement Analyst, via email at arigoldstein@polk-county.net or via fax at (863) 534-6789. All questions must be received by, Monday, October 7, 2024, 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 Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

RFP Number: 24-551

RFP Title: Engineering Services for East Regional Water Production and Wastewater Treatment Facilities

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 24-551, Engineering Services for East Regional Water Production and Wastewater Treatment Facilities**” 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 Bid. DO NOT OPEN	
Sealed RFP Number	24-551
RFP Title	Engineering Services for East Regional Water Production and Wastewater Treatment Facilities
Due Date/Time:	October 16, 2024, 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 arigoldstein@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 24-551 Tab 1”

“RFP 24-551 Tab 2”

“RFP 24-551 Tab 3”

“RFP 24-551 Tab 4”

“RFP 24-551 Tab 5”

“RFP 24-551 Tab 6”

“RFP 24-551 Tab 7”

“RFP 24-551 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 Ari Goldstein at arigoldstein@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 non-responsive.

POLK COUNTY
Procurement Division
Fran McAskill
Procurement Director
REQUEST FOR PROPOSAL 24-551
Engineering Services for East Regional Water Production and Wastewater
Treatment Facilities

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 <https://www.polk-county.net/business/procurement>. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a "Proposal") to this RFP to ensure that that the Proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the Proposer should not rely on such sources for information regarding the RFP solicitation.

Questions regarding this RFP must be in writing and must be sent to Ari Goldstein, via email at arigoldstein@polk-county.net or via fax at (863) 534-6789. All questions must be received by October 7, 2024, 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 design, permitting, bid and construction phase services in support of the following projects and as further defined in the Scope of Services section below:

1. East Regional Utility Service Area (ERUSA) Water Production Facility
2. ERUSA Wastewater Treatment Facility

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

It is the intent of the County to select and negotiate a Consulting Agreement with one (1) firm for each project defined in the scope of services.

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.

In accordance with Section 287.055(10), Florida Statutes, or any applicable amending or replacement statute, this provision of the RFP shall serve as the County's public notice that any plans, drawings or designs developed by the successful Proposer(s) on behalf of the County pursuant to this RFP or any agreement, authorization, purchase order or other contract resulting therefrom, are subject to be reused by the County at some future time in accordance with the aforementioned statute.

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

BACKGROUND, PURPOSE AND SCOPE

Background & Purpose:

Polk County Utilities (PCU) serves water and wastewater customers in its ERUSA, which is generally located north and west of Lake Pierce and south of the Poinciana area. The Poinciana area, which is adjacent to the ERUSA, has experienced substantial growth in recent years. The Polk County Board of County Commissioners anticipate that growth will continue into the ERUSA and has instructed PCU to plan for such growth. PCU recently completed a Master Plan update for the ERUSA, which recommended the

construction of a new regional water production facility and wastewater treatment facility. The updated ERUSA Master Plan is included in Appendix “A”.

Based on the recommendations in the Master Plan, Polk County Utilities intends to proceed with the following projects:

1. ERUSA Water Production Facility
2. ERUSA Wastewater Treatment Facility

It is the Utilities Division’s intent to either bid the construction projects individually, together, or anticipate using a Construction Manager at-Risk (CM at Risk) procurement method for construction services.

SCOPE OF SERVICES

For each project, the selected firm shall have demonstrated experience in the design, permitting and construction of water production and wastewater treatment facilities of similar size and complexity. The scope of services to be provided in conjunction with this RFP includes the following:

- Project management services, including contract administration, budget management, invoicing, monthly status reports, project scheduling, coordination with PCU and subconsultants, and meetings.
- Support services, including land acquisition, public outreach, subsurface utility engineering, geotechnical engineering, land surveying, and threatened/endangered species.
- Preliminary design services, including data collection, site visits, and preparation of a preliminary design report.
- Final design services, including preparation of design drawings, technical specifications, and an opinion of probable construction cost at the 60%, 90% and 100% design milestones. Design services required for the Project are anticipated to include wastewater process, civil/site, landscaping, structural, mechanical, electrical, and instrumentation/controls.
- Permitting services, including attendance at meetings, preparation of permit applications, and responses to requests for additional information (RAI’s). It is anticipated that, at a minimum, approvals for the Project will be required from the FDEP and Polk County Land Development Division.
- Bid phase services, including preparation of bid documents, attendance at the pre-bid meeting, preparation of bid addenda, preparation of a bid recommendation, and pre-award services.
- Construction phase services, including construction administration services and resident project representative services.
- Post-construction services, including preparation of record drawings.

AGREEMENT

The term of this agreement is through completion of the construction project which is estimated be for three (3) years after notice to proceed is issued. The actual term will be negotiated as part of the Selection Process, Elevation Level 4.

EVALUATION CRITERIA

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

Tab 1 – Executive Summary

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

- a) Name, company name, address, telephone number, and email address.
- b) State the number of years in business, as the same company/firm.
- c) State the number of full-time employees.
- d) Provide documentation showing proper incorporation by the Secretary of State.
- e) Provide a copy of the firm's applicable certification(s) from the State of Florida allowing them to provide the services as outlined in the Scope of Service as well as compliance with F.S. 287.055
- f) Include the following "Submittal Pages" under Tab 1:
 - a. Proposer's Incorporation Information form
 - b. Affidavit Certification of Immigration Laws form
 - c. Employment Eligibility Verification (E-Verify) Certification form
 - d. Signed addendum pages (if applicable)

Tab 2 –Approach to Project (35 Points)

(Maximum of four (4) pages)

- Provide a short narrative project approach outlining how you propose to respond to and manage this project.
- Please describe the specific abilities of the firm/team in regards to this approach. Include any innovative approaches to providing the services, and include any additional information not directly cited in the scope of services.
- Briefly describe firm's quality assurance/quality control program.
- Please include a project schedule.
- Describe how your firm will coordinate and interface with the yet to be determined CMAR firm.
- Describe the firm's experience with coordinating projects utilizing the CMAR project delivery method. Provide at least one (1) example of a project where the CMAR delivery

method was utilized, and your firm's experience and approach to preconstruction and construction phase services.

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

- Provide a minimum of three (3) and a maximum of five (5) recent projects performed within the past ten (10) years as the prime firm performing the engineering services for water production or wastewater treatment facilities of similar size and scope. (Limit response to one (1) page per project)
- For each project please provide:
 - a. Name and location of the project;
 - b. Size and cost of the project;
 - c. Project representative name, address, phone number, and email address;
 - d. Date project was completed or is anticipated to be completed; compare to the original date.
 - e. The nature of the firm's responsibility on the project;
 - f. Identify the key staff and their role in each project;
 - g. Identify working relationship of consultants or joint venture on project, if applicable;
 - h. Provide the original budget and the final budget of the project. Explain the reason(s) for differences, such as owner requested change, contractor claim, and insufficient plans and specifications.
 - i. List of any time extensions created by item h above.
- Provide an organizational chart of the team highlighting the key individuals who will work on this contract as identified above.
- The key staff presented in the consultant's response shall be the staff utilized on this contract. Please provide the resumes of the key staff including, but not limited to, the items in the list below (One (1) page maximum per resume):
 - a) Name and current position held by the person
 - b) Name, title and project assignment
 - c) Experience:
 - 1) Types of projects.
 - 2) Size of projects (dollar value of project).
 - 3) What were their specific project involvements?
- Demonstrate each key staff's availability and office and home location to respond to the needs of the project (Two (2) pages maximum for all key staff member)
- Identify sub consultants to be used, if any. For each sub consultant identified please provide
 - Their locations that can be utilized to expedite a deliverable if required.
 - A brief description of their experience outlining their qualifications to perform the intended services
 - A brief resume for each key personnel that will be assigned to perform the intended services.

Tab 4 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' 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.
- Provide documentation of the sub-consultant's headquarters and local offices, if any, and the amount of time the sub-consultant 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 – 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, water use permitting, consent orders, consultation, governing regulations, and other related activities. Describe the firm's ability to work with the County's Utilities, Procurement Division, Building Division, Codes 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 FDEP, SWFWMD, and Polk County Land Development Division. (Limit response to one (1) page)

Tab 7 – Timely Completion 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)

1) Each Selection Committee member shall score each Proposal on the following evaluation criteria:	
• Approach to Project (Tab 2)	35 Points
• Experience, Expertise, (Tab 3) Personnel, and Technical Resources	35 Points
• Interaction w/ County & Regulatory (Tab 6) Agencies	5 points
• Timely Completion of Projects (Tab 7)	<u>5 points</u>
Subtotal Points	80 points
 Total Points	 <u>100 points</u>

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.

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.

A Selection Committee member's total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.

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.

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.

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
- 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, or if applicable the County manager, authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-ranked Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the highest-ranked Proposer will then be elevated to Elevation Level 4, Contract Negotiations.

Elevation Level 4 (Contract Negotiations)

If a Proposer is elevated to this level, the Utilities Division, with the assistance of Procurement and the County Attorney's Office, shall negotiate an Agreement with the elevated Proposer(s) in accordance with Section 287.055(5), Florida Statutes.

If after negotiating for a reasonable time period the parties cannot agree on a contract, the County shall, in its sole discretion, terminate further contract negotiations with that Proposer. Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer have terminated. The Selection Committee shall then determine whether to recommend to the Board to approve contract negotiations with the next-highest-ranked Proposer, and so on. If the Selection Committee decides not to recommend contract negotiations with the next-highest-ranked Proposer, or if the County determines there is no other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.

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

GENERAL CONDITIONS

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. \$5,000,000 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 <http://www.polk-county.net/boccsite/doing-business/bids/>. It is the sole responsibility of the proposers to check the website to ensure that all available information has been received prior to submitting a proposal.

CODE OF ETHICS

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

DRUG FREE WORKPLACE

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

APPLICABLE LAWS AND COURTS

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

CONTRACTUAL MATTERS

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

PROPOSAL ACCEPTANCE PERIOD

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

ADDITION/DELETION

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

PROPRIETARY INFORMATION

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

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

REVIEW OF PROPOSAL FILES

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

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

RFP PROTEST

Any proposer desiring to file a protest, with respect to a recommended award of any RFP, shall do so by filing a written protest. The written protest must be in the possession of the

Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All proposers who submitted a proposal will be sent a Notice of Recommended Award, unless only one proposal was received.

A copy of the protest procedures may be obtained from the Polk County Procurement Division or can be viewed on the County's website at <https://www.polk-county.net/business/procurement/protest-procedures/>.

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

UNAUTHORIZED ALIEN(S)

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

EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)

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

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

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not

a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

LIMITATIONS

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

ATTORNEY'S FEES AND COSTS:

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

PUBLIC RECORD LAWS

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

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

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

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

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

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

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

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

Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s)

(I) By its execution of this Agreement, the 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 Consultant submitting a proposal package. This is accomplished by sending survey forms to past customers. The customers should return the forms directly to the Consultant. The Consultant is to include all surveys in their proposal package.

Sending the Survey

The surveys shall be sent to all clients for whom the Consultant has identified under Tab 3. Surveys should correlate to all projects identified under Tab 3.

If more surveys are included then Procurement will only use those identified under Tab 3.

1. The Consultant shall complete the following information for each customer that a survey will be sent

Item	Description
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 (Engineering Services for Hillsborough County WWTF), Etc.
COST OF SERVICES	Cost of services (\$1,000,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2024)

2. The Consultant is responsible for verifying that their information is accurate prior to submission for references.

3. The survey must contain different services/projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.

4. The past projects can be either completed or on-going.

5. The past client/owner must evaluate and complete the survey.

Preparing the Surveys

1. The Consultant is responsible for sending out a performance survey to the clients that have been identified under Tab 3. The survey can be found on the next page.
2. The Consultant should enter the past clients' contact information, and project information on each survey form for each reference. The Consultant should also enter their name as the Consultant being surveyed.
3. The Consultant 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 24-551, Engineering Services for East Regional Water Production and
Wastewater Treatment Facilities

To: _____ (Name of Person completing survey)
 _____ (Name of Client Company/Contractor)
 Phone Number: _____ Email: _____

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: _____

Name of Vendor being surveyed: _____

Cost of Services: Original Cost: _____ Ending Cost: _____

Contract Start Date: _____ Contract End Date: _____

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the 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

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY FIRM 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 FIRM 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.**

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

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__, by _____ (*name*) as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: RFP 24-551, Engineering Services for East Regional Water Production and Wastewater Treatment Facilities

The undersigned, as an authorized officer of the contractor identified below (the “**Consultant**”), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the “**County**”), by and on behalf of the Consultant in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Consultant and the County on or about the date hereof, whereby the Consultant will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the “**Contract**”), as follows:

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

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

3. By entering into the Contract, the Consultant becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all 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 the Contract, or if a subconsultant knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Consultant, the Consultant may not be awarded a public contract for a period of 1 year after the date of termination. The Consultant shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this _____ day of _____, 20_____.

ATTEST:

CONSULTANT:

By: _____

By: _____

PRINTED NAME: _____

PRINTED NAME: _____

Its: _____

Its: _____

October 4, 2024

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA**

ADDENDUM # 1

**RFP 24-551, Engineering Services for Improvements to the East Regional
Water Production and Wastewater Treatment Facilities**

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 RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Time extension, Revisions, Questions and answers.

The RFP Receiving Date has been extended one (1) week. The revised RFP Receiving Date is Wednesday, October 23, 2024, prior to 2:00 p.m.

The date to submit questions in writing regarding this RFP has been extended one (1) week. The revised date to submit questions is by 4:00 p.m., Monday, October 14, 2024.

Respectfully,

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: _____

RFP 24-551, Engineering Services for Improvements to the East Regional Water Production and Wastewater Treatment Facilities

Addendum #1

REVISIONS

1: **DELETE IN ITS ENTIRETY**: Tab 3 – Experience, Expertise, Personnel & Technical Resources, Bullet Point 1:

- Provide a minimum of three (3) and a maximum of five (5) recent projects performed within the past ten (10) years as the prime firm performing the engineering services for water production or wastewater treatment facilities of similar size and scope. (Limit response to one (1) page per project)

REPLACE WITH:

- Provide a minimum of three (3) and maximum of seven (7) recent projects performed within the past ten (10) years as the prime firm performing the engineering services for water production or wastewater treatment facilities of similar size and scope. (Limit response to one (1) page per project)

2: **DELETE IN ITS ENTIRETY**: Tab 2 –Approach to Project (35 Points)
(Maximum of four (4) pages) – (Header Only)

REPLACE WITH: Tab 2 –Approach to Project (35 Points)
(Maximum of six (6) pages) – (Header Only)

3: **DELETE IN ITS ENTIRETY**: Elevation Level 3 (Proposers Interviews)

REPLACE WITH: Elevation Level 3 (Proposers 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, the Selection Committee will evaluate both of the Projects identified in the Scope of Services above and rank each elevated Proposer for each of the 2 total Projects.

Starting with Project #1, 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 for that specific project. In accordance with Section 287.055(4)(b), Florida Statutes, in determining whether a Proposer is qualified to perform the individual project services, each Selection Committee member shall consider such factors as:

- Ability of Personnel
- Past performance
- Willingness to meet time and budget requirements
- Recent, current, and projected workloads

Procurement shall receive and compile each Selection Committee member's ranking of each elevated Proposer for Project #1, and then publish rank-ordered listing of Proposers for Project #1 to the Selection Committee, based on the combined average rankings given each Proposer for Project #1. Procurement will then compile each Selection Committee members' ranking of each elevated Proposer for Project #2, and then publish rank-ordered listing of Proposers for Project #2 to the Selection Committee, based on the combined average rankings given each Proposer for Project #2.

Once both Projects have been evaluated and the Proposers are ranked for each Project, the Selection Committee members will then collectively decide if they would like to recommend the Board authorize staff to enter into Contract Negotiations with each of the Proposers to negotiate an agreement for each Project, starting with the highest-ranked Proposer for each Project. After the Board grants approval to authorize staff to negotiate individual agreement(s), said Proposer(s) will then be elevated to Elevation Level 4 for contract negotiations.

In the event of a tie, bids may be awarded to one of the proposers based on any of the following criteria listed below, or as otherwise directed by the Procurement Director to comply with all the provisions of the procurement ordinance.

- Availability or completion period;
- Service availability;
- Previous Consultant record by the Consultants on similar projects or requirements.

QUESTIONS AND ANSWERS:

Question 1: Would the County consider extending the deadline for response to RFP 24-551 from October 16, 2024, to October 23, 2024?

Answer 1: Yes. Please refer to the time extension on page 1 of this addendum.

Question 2: Can firms provide more than the three to five projects under Tab 3 to be able to better represent recent projects at both water production and wastewater treatment facilities?

Answer 2: Yes. Refer to Revisions Item #1 above for the new project amounts that can be submitted under Tab 3.

Question 3: Will environmental due diligence be necessary for land acquisition?

Answer 3: It may be necessary for the selected firms to perform environmental due diligence assessments as part of land acquisition.

Question 4: What are the total budgets for the water production facility project and the wastewater production facility project?

Answer 4: The estimated total budget for the East Regional Water Production Facility project is \$10 million. The estimated total budget for the East Regional Wastewater Treatment Facility project is \$50 million.

Question 5: Is there consideration to expand the size of the WWTF?

Answer 5: No. The County anticipates the flow at the WWTF will not exceed 1.5 million gallons daily (MGD) over the next 20 years.

Question 6: Will all project work take place only inclusive of the project sites or will work need to be done beyond the designated project site for these projects?

Answer 6: Based on the information found in the ERUSA Master Plan (Attachment "A" to this RFP package), transmission system improvements are identified as developer driven. Therefore, a majority of the work will be within the project sites.

Question 7: Are there any federal funds allocated towards these projects?

Answer 7: No.

Question 8: Is there known PFAS contamination in the wastewater in this area?

Answer 8: No.

Question 9: Is there a plan to build for reclaimed water to be available in the area?

Answer 9: Not at this time. The County is approaching the East Regional utility service area different than the northeast area of the county where reclaimed was expanded. The approach in the east region is to encourage water conservation as much as possible with the new developments and for the treated wastewater to be used for other purposes.

Question 10: Is the County considering an alternative wastewater treatment technologies for the WWTF?

Answer 10: Generally, the County is interested in standardizing treatment technologies across WWTFs. However, a cost-benefit analysis of alternative technologies may be appropriate in the preliminary design phase of the project.

Question 11: Will the WWTF be required to meet Advanced Wastewater Treatment (AWT) standards?

Answer 11: The proposed WWTF is located within the Lake Okeechobee Basin Management Action Plan area, which is likely to require to meeting AWT standards.

Question 12: The RFP says the length of the agreement is estimated to be only 3 years. Will this be extended if necessary?

Answer 12: The agreement term will be through the completion of the construction project. The actual term of the agreement will be negotiated with the awarded firm as part of the Selection Process, Elevation Level 4, Contract Negotiations.

Question 13: Does the County prefer to bid this construction out to a Construction Manager at Risk or as a conventional construction bid?

Answer 13: As stated in the RFP package, it is the Utilities Division's intent to either bid the construction projects individually, together, or anticipate using a Construction Manager at-Risk (CM at Risk) procurement method for construction services. No decision has been made at this time.

Question 14: Is there sampling information available on the area water and wastewater?

Answer 14: Most of the flow that will be treated at the WWTF does not yet exist (i.e. will serve future development). Therefore, the WWTF will be designed to treat typical wastewater characteristics from new development.

Question 15: If we provide more than three projects in Tab 3, are we required to provide a "Survey of Past Performance" for each project beyond the three?

Answer 15: Yes. Proposers should provide a survey for each reference given. Providing a reference without a survey will negatively impact your score for Tab 8.

Question 16: Please confirm, as in past submittals for the County, the schedule is excluded from the page count in Tab 2.

Answer 16: The project schedule requested under Tab 2 is excluded from the page count in Tab 2.

Question 17: Due to the expanded requirements in Tab 2 and the RFP covering two separate projects, we would like to request two additional pages be added to the page count.

Answer 17: Refer to Revisions, Item #2 above.

Question 18: Are we permitted to use 11x17 pages for the org chart and schedule?

Answer 18: Yes.

Question 19: Due to the effect of Hurricane Helene, would the County consider granting a one-week extension to the RFP proposal due date?

Answer 19: Yes. Please refer to the time extension on page 1 of this addendum.

Question 20: Regarding the two scope projects for the ERUSA Water Production Facility and ERUSA Wastewater Treatment Facility, page 6 of the RFP states, "It is the intent of the County to select and negotiate a Consulting Agreement with one (1) firm for each project defined in the scope of services." Should two sets of qualifications be submitted for each of the two projects, including two approaches, two project teams, two sets of reference projects and surveys (3 to 5 water facility projects, and 3 to 5 wastewater treatment facility projects)?

Answer 20: Proposers should submit one proposal for this RFP. Proposers may identify the specific project(s) they are interested in under Tab 2, Approach to Project, however, information submitted under Tab 2 should focus on the overall approach to the project as described in the Scope of Services section of this RFP. Following submittal of the proposals, the selection committee will score the proposals and create a single ranking. This ranking will be used to elevate proposers to interviews.

Per Revisions, Item #3 above, following the interviews, the selection committee will create two separate rankings for the two projects listed in the RFP.

Question 21: Can firms submit qualifications for only one project—the ERUSA Water Production Facility or the ERUSA Wastewater Treatment Facility?

Answer 21: Refer to Question and Answer #20 above.

October 15, 2024

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA**

ADDENDUM # 2

**RFP 24-551, Engineering Services for Improvements to the East Regional
Water Production and Wastewater Treatment Facilities**

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 RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Time extension, Questions and answers.

The RFP Receiving Date has been extended one (1) week. The revised RFP Receiving Date is Wednesday, October 30, 2024, prior to 2:00 p.m.

To receive a copy of **RFP 24-551 Appendix “A” 2023 ERUSA Master Plan Update, Appendix “B” NERWWTF Preliminary Design Report Phases A through D, and Appendix “C” ERUSA AWS Receiving Facility PDR Draft**, please go to the following FTP site: <https://ftp3.polk-county.net>, and 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 24-551 Appendices to the RFP.zip”**, select “Open” or “Save As” to download Appendices “A”, “B”, and “C”. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.

Respectfully,

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: _____

RFP 24-551, Engineering Services for Improvements to the East Regional Water Production and Wastewater Treatment Facilities Addendum #2

QUESTIONS AND ANSWERS:

Question 1: Who are the members of the selection committee?

Answer 1: The anticipated members of the selection committee are James Tully, Jason Jennings, Jeff Goolsby, Ryan Bengsch, and Darrell Johnson.

Question 2: In the pre-proposal meeting, reference was made to PCU's desire for standardization and that the new East Regional Wastewater Treatment Facility (WWTF) could be configured like the current expansion and upgrade to the Northeast Regional (NER) WWTF. Please provide the preliminary design report for the expansion and upgrade to the NERWWTF.

Answer 2: Appendix "B", NERWWTF Preliminary Design Report Phases A through D has been added to the RFP. Refer to page 1 of this addendum for directions on how to download a copy of the report.

Question 3: The Utility Master Plan for the ERUSA references on-going work related to modifications to the ERUSA water use permit (WUP). What is the status of the WUP work and who is providing these services to the County?

Answer 3: Polk County Utilities is preparing a Consultant Services Authorization agreement with Dewberry Engineers, Inc. to modify the WUP.

Question 4: Please provide plans and/or design reports for the PRWC receiving facilities for the ERUSA.

Answer 4: Appendix "C", ERUSA AWS Receiving Facility PDR Draft has been added to the RFP. Refer to page 1 of this addendum for directions on how to download a copy of this report.

Question 5: Hurricane Milton will likely have a big impact on central Florida. Would the County be willing to grant an additional week to respond to the RFP?

Answer 5: Yes. Refer to page 1 of this addendum.

Question 6: Given the nature of the RFP, which includes two distinct projects, would it be acceptable to include a project or projects from a subconsultant in Tab 3 of our response?

Answer 6: No. Projects submitted under Tab 3 must be those in which the proposers were the prime firm performing the engineering services.

Question 7: Will the County extend this RFP due date due to Hurricane Milton?

Answer 7: Yes. Refer to page 1 of this addendum.

Question 8: Is it the County's intent to eventually direct flows currently going to TOHO to the new East WWTF?

Answer 8: Yes.

Question 9: Will dewatered biosolids be disposed of via landfilling?

Answer 9: Yes.

Executive Summary

The Carollo team is eager to assist Polk County (PCU) with the planning, design and construction of a new water production facility (WPF) and wastewater treatment facility (WWTF) for the growing East Regional Utility Service Area (ERUSA). Among many benefits, the Carollo team brings a comprehensive understanding of the County and a commitment to collaboration; a source of innovative solutions for water and wastewater treatment challenges; and an experienced staff that can engineer facilities that are cost-effective to build, operate and maintain.

At Carollo Water is All We Do

Founded in 1933, Carollo Engineers, Inc., is one of the largest engineering firms in the United States dedicated solely to water and wastewater engineering—it’s all we do.

This targeted expertise allows us to focus on developing best-value, innovative, and reliable solutions to help our clients protect public health and achieve their service goals. It also results in the recruitment of the brightest minds in the industry, a staff trained on issues impacting water and wastewater infrastructure, and pioneering ideas tailored to the specific needs of each client and project.

Carollo has been 100% focused on water solutions for over 91 years. Our reputation is based upon client service and a continual commitment to quality. We currently maintain 50+ offices in North America, including our eight Florida offices (Jacksonville, Orlando, Tampa, Sarasota, Fort Myers, Coral Springs, Miami, and Palm Beach).

Carollo is a full-service firm that specializes solely in the planning, design, permitting, and construction of water and wastewater systems.

1a. Company Name

Carollo Engineers, Inc.

1a. Address

200 E. Robinson Street, Suite 1400
Orlando, FL 32801
P: 407-478-4642

Contact: Vic Godlewski, PE,
vicgodlewski@carollo.com

1b. Number of Years in Business as the Same Company/Firm

14 years as Carollo Engineers, Inc.
(A Delaware corporation)

1c. Number of Employees

1,586 Total
1,407 Full-time
142 Total in Florida

We optimize our work for project success with key benefits to you:



Client Understanding. Carollo has been serving Polk County Utilities (PCU) for the past eight years. We have a good rapport with PCU management and operations staff, and we understand well the many aspects of the County’s utility infrastructure. Carollo recently completed the conceptual improvements to the Northwest Regional Wastewater Treatment Facility and Southwest Regional Wastewater Treatment Facility, and we are in project closeout for the new Gibson Oaks Water Production Facility. Among Carollo’s other recent County projects are the new Cherry Hill Water Production Facility and Direct Potable Reuse Pilot, Advanced Metering Infrastructure (AMI) project, and the Comprehensive Operational Technology Plan or SCADA Master Plan.

Carollo understands that Polk County has a broad range of needs to be met. We are responsive to the needs of our clients, using innovative ideas to customize solutions to fit their needs (no cookie-cutter approach). In our past approaches with your projects we have sought to create a collaborative environment, listening to your thoughts and ideas and incorporating them into your projects.



Water and Wastewater Treatment Experience. Carollo has designed new or improved facilities for more than 300 water reclamation and wastewater treatment plants ranging in size from less than 1-mgd to more than 450-mgd. In addition, Carollo has designed water treatment technologies that span from tried-and-true conventional treatment to advanced treatment. Many of Carollo's projects have been award-winning, comprehensive designs for agencies facing complex issues.

Carollo's commitment to innovation and solving complex water quality problems is demonstrated by the formation of our Research and Development Group and a R&D lab referred to as Water ARC®. Water ARC® is more than a research laboratory, it is a resource to our clients for treatability studies and pilot scale plant planning, assembly and monitoring. **Carollo's Water ARC® experts have been instrumental in PCU's direct potable reuse pilot project.**



Florida Team, National Expertise. Carollo's Florida offices offer a valuable and comprehensive blend of talent, with over 140 Florida staff ranging from engineers-in-training to senior designers to nationally recognized experts. Our local Orlando, Tampa, and Sarasota offices provide depth of expertise in the items requested in this RFP, including water and wastewater treatment, asset management, planning/modeling, facilities operation, and permitting. The proposed team, shown in the organization chart, maintains a sound understanding of issues of local importance. The people on the organizational chart are the people who will work on your project. The team is supported by national-level experts who are available as needed for your specialized projects.



Comprehensive Team. We have assembled a comprehensive team of experienced and qualified professionals. The assigned Carollo staff and our subconsultant team members, having successfully completed similar projects in scope and magnitude, will bring their experience and lessons learned to deliver a successful project to the County.

The organization chart has been carefully assembled to provide the resources to concurrently design both the WPF and the WWTF. During the planning phase, both facility planning leads (Erica Stone and Andrew Gilmore) will work together and with the respective PCU project manager(s) to identify suitable sites for locating the new facilities and identify efficiencies to help streamline the planning and conceptual design steps. Our preliminary and final design teams have been assembled to ensure we can efficiently meet the design schedule and budget for each facility. The same team, under the leadership of our respective project managers, will continue through bidding, construction, and facility start-up, commissioning, and project close-out phases

In keeping with Carollo's commitment to support locally based and minority/women owned businesses, our teaming partners include five Polk County based firms and six firms that are women or minority-owned businesses.

With this submittal, we provide our commitment and desire to continue to work with PCU. We will work hard and enthusiastically to provide quality, responsive engineering services for both the WPF and WWTF. With our growing local team and national level expertise, we are committing our culture to the County, working as one team and delivering results. We are fully committed to performing the proposed services according to the requirements noted in the RFP. We look forward to working with you.

Sincerely,

CAROLLO ENGINEERS, INC

Victor Godlewski, PE
Principal-in-Charge
Vice President

Jeremy O'Neal, PE
Project Manager
Associate

Sudhan Paranjape, PE
Project Manager
Vice President

1.d Certificate of Incorporation

State of Florida Department of State

I certify from the records of this office that CAROLLO ENGINEERS, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on May 25, 2000.

The document number of this corporation is F00000003055.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 14, 2024, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fifteenth day of February,
2024*



[Signature]
Secretary of State

Tracking Number: 3267143936CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

POLK COUNTY / ENGINEERING SERVICES FOR EAST REGIONAL WATER PRODUCTION AND WWTF-24-551

1.e Carollo Engineers License

Licensee						
Name:	CAROLLO ENGINEERS, INC.			License Number:	8571	
Rank:	Registry			License Expiration Date:		
Primary Status:	Current			Original License Date:	06/26/2000	
Related License Information						
License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
65401	Current, Active	BAUMBERGER, LAURA B	Registry		Professional Engineer	02/28/2025

1f.a

Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: Carollo Engineers, Inc.

DBA/Fictitious Name (if applicable): N/A

TIN #: 86-0899222

Address: 200 East Robinson Street, Suite 1400

City: Orlando

State: Florida

Zip Code: 32801

County: Orange 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: Victor Godlewski

Phone Number: 407-478-4642

Cell Phone Number: 407-478-4642

Email Address: vgodlewski@carollo.com

Type of Organization (select one type)

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

State of Incorporation: Delaware

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

1f.a

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <u>Carollo Engineers, Inc</u>	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. <u>2795 Mitchell Drive</u>	6 City, state, and ZIP code <u>Walnut Creek, CA 94598-1601</u>
7 List account number(s) here (optional)		Requester's name and address (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.

Social security number									
			-						
or									
Employer identification number									
8	6	-	0	8	9	9	2	2	2

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

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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	Connie Barney	Digitally signed by Connie Barney Date: 2024.04.03 15:53:24 -07'00'	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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

1f.b

Affidavit Certification Immigration Laws

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY FIRM 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 FIRM 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.**

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

Company Name: Carollo Engineers, Inc.

Signature: Victor Godlewski

Title: Vice President

Date: 7/31/2024

State of: Florida

County of: Sarasota

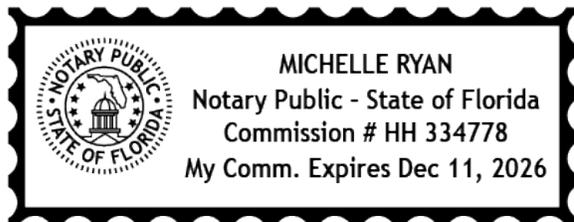
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 31 day of July, 2024, by Victor Godlewski (*name*) as Vice President (*title of officer*) of Carollo Engineers, Inc. (*entity name*), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: Michelle Ryan

Printed Name of Notary Public: Michelle Ryan

Notary Commission Number and Expiration: HH 334778 12/11/2026

(AFFIX NOTARY SEAL)



Completed via Remote Online Notarization using 2 way Audio/Video technology.

POLK COUNTY / ENGINEERING SERVICES FOR EAST REGIONAL WATER PRODUCTION AND WWTF-24-551

1f.c

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: RFP 24-552, Engineering Services for Improvements to the Northwest and Southwest Regional Wastewater Treatment Facilities

The undersigned, as an authorized officer of the contractor identified below (the "**Consultant**"), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the "**County**"), by and on behalf of the Consultant in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Consultant and the County on or about the date hereof, whereby the Consultant will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the "**Contract**"), as follows:

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

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

3. By entering into the Contract, the Consultant becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all 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 the Contract, or if a subconsultant knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Consultant, the Consultant may not be awarded a public contract for a period of 1 year after the date of termination. The Consultant shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this 31 day of July, 2024.

ATTEST:

By: *Michelle Ryan*
 PRINTED NAME: Michelle Ryan
 Its: Notary/Office Administrator

CONSULTANT:

By: *Victor Godlewski*
 PRINTED NAME: Victor Godlewski
 Its: Vice President

1f.d

October 4, 2024

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA
ADDENDUM # 1**

**RFP 24-551, Engineering Services for Improvements to the East Regional
Water Production and Wastewater Treatment Facilities**

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 RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Time extension, Revisions, Questions and answers.

The RFP Receiving Date has been extended one (1) week. The revised RFP Receiving Date is Wednesday, October 23, 2024, prior to 2:00 p.m.

The date to submit questions in writing regarding this RFP has been extended one (1) week. The revised date to submit questions is by 4:00 p.m., Monday, October 14, 2024.

Respectfully,

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: _____
Victor Godlewski, PE

Title: _____
Vice President

Company: _____
Carollo Engineers, Inc.

1f.d

October 15, 2024

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA
ADDENDUM # 2**

**RFP 24-551, Engineering Services for Improvements to the East Regional
Water Production and Wastewater Treatment Facilities**

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 RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Time extension, Questions and answers.

The RFP Receiving Date has been extended one (1) week. The revised RFP Receiving Date is Wednesday, October 30, 2024, prior to 2:00 p.m.

To receive a copy of **RFP 24-551 Appendix "A" 2023 ERUSA Master Plan Update, Appendix "B" NERWWTF Preliminary Design Report Phases A through D, and Appendix "C" ERUSA AWS Receiving Facility PDR Draft**, please go to the following FTP site: <https://ftp3.polk-county.net>, and 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 24-551 Appendices to the RFP.zip**", select "Open" or "Save As" to download Appendices "A", "B", and "C". If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.

Respectfully,

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:

Victor Godlewski, PE

Title:

Vice President

Company:

Carollo Engineers, Inc.

The Carollo team's approach is focused on collaboration, creativity, and responsiveness to deliver a successful project within your budget and your established schedule, and to the satisfaction of all stakeholders. We will achieve this goal through **comprehensive planning, design excellence, and clear communication.**

Project Approach and Management



Conceptual 3D Rendering of the new Water Production Facility for the East Service Area

This project involves professional engineering services for planning and conceptual design, preliminary design and final design, permitting, and engineering support during bidding and construction for new water production and wastewater treatment facilities to serve the East Regional Utility Service Area (ERUSA).

Project understanding is key to effective project management. Our project approach and management will be based on a strong understanding of each project's scope, schedule, and potential challenges. This will help us to break down each task and subtasks, assign resources and identify deliverables. The paragraphs below describe an anticipated detailed scope for each new facility and provide a work breakdown for efficient project management.

New Water Production Facility

Based on the ERUSA Master Plan (ERUSA MP) prepared for PCU, the new water production facility (WPF), located in the Poinciana area, will have an initial capacity of 1.3-million gallons per day (mgd) on an annual average day flow (AADF) basis to satisfy the year 2045 potable water demands of the ERUSA. The year 2060 demands are projected to be around 2.1-mgd, AADF, and the facility will need to be expanded as necessary in the future to meet the additional demands. The new WPF be required to meet the Safe Drinking Water Act's Groundwater Rule for 4-log virus inactivation, lead & copper rule, and the newly enacted removal of PFAS (if detected in the source water). Carollo owns and operates a full service research center, WaterArc® where we can assist with source characterization and treatability studies to meet current and potential future regulations.

The new WPF will be comprised of the following elements at a minimum, depending on the raw water quality:

- Appropriate number of ground water wells with well pumps and raw water piping.

- 1.2-million-gallon (MG) prestressed concrete storage tanks with tray aerators on a concrete dome and aluminum stairway access.
- Chemical facilities including storage of sodium hypochlorite, and corrosion inhibitor (as necessary).
- High service pumps including jockey pumps, and hydropneumatic tank (as required),
- Back-up generator and communication tower using VT SCADA.
- Supporting infrastructure would include a combination of administration/high service pump building with electrical room to house the electrical gear.
- Finished potable water discharge piping with flow and pressure measurement.
- Stormwater management.
- Site access road and site security.

The treated water from this new WPF will be blended with treated water from the Polk Regional Water Cooperative (PRWC) and Water Cooperative of Central Florida (WCCF) Alternative Water Supply (AWS) projects to serve the ERUSA.

Test Production Well for the New WPF

The test production well can be designed based on the attributes of PCU's existing wells (e.g. casing size and depth and open hole size and depth). Once the County has purchased a site for the well(s), the test well can be constructed. Step drawdown testing will allow selection of design capacity based on tolerable drawdown. After acceptable well development, water quality testing will be done. This data will be important for final design of the WPF. During well development and testing the water produced by the well must be managed to avoid adverse impacts. A back-up plan will be developed to address the unlikely event that the initial well is deemed unacceptable.

New Wastewater Treatment Facility

Based on the ERUSA MP, the new wastewater treatment facility (WWTF), will be in the Lake Okeechobee Basin Management Action Plan (BMAP) area and will be required to meet Florida Advanced Wastewater Treatment (AWT) standards. The WWTF will have an initial capacity of 1.5-mgd on an AADF basis. The new WWTF will be comprised of the following elements at a minimum:

- Influent wastewater piping and flow measurement.
- Headworks with mechanical bar screen and grit removal.
- Flow equalization tank with pump station.
- 5-stage Bardenpho activated sludge process (oxidation ditch, clarifiers, RAS/WAS pumping).
- Tertiary filtration and disinfection.
- Chemical facilities for disinfection (sodium hypochlorite) and phosphorus removal (alum/ferric chloride), and supplemental carbon to achieve TN < 3mg/L (if necessary).
- Effluent transfer pumping and reclaimed water storage (if needed).
- Biosolids storage, stabilization, mixing, and dewatering.
- Backup generator and communication tower (VT SCADA).
- Redundant servers, and instrumentation to PCU standards.
- Admin, electrical, and maintenance buildings.
- Closed transition switchgear, ATS, flywheel for providing emergency power during power outage.
- RIBs for effluent disposal and wet-weather management.
- Stormwater management and access road.

Planning and Design Considerations

Carollo's approach for this project is based on identifying cost-effective solutions and innovative ideas. Developing well thought out facility site plans during the initial planning phase will allow Carollo to find efficiencies that will reduce cost to PCU and provide groundwork for a concise design delivery.

Site Acquisition, Conceptual Planning and Design

The first task will be to assist PCU with identifying the potential sites for acquisition and conceptual planning and design of the new WPF and new WWTF. Our goal is for PCU to purchase property with confidence that the selected sites will support the desired use. This task may include the following subtasks and supporting services, at a minimum:

- Identify land parcels near proposed WPF and WWTF locations (ERUSA MP).
- Research zoning and regulations.
- Conduct site and ROW surveys.
- Perform environmental assessments (Phase 1 & 2), wildlife survey, wetlands delineation, and tree surveys (if needed).
- **Standardization workshop with PCU Planning, O&M, and project teams to align new facilities with PCU standards.**
- Review potable water demands, system routing, and hydraulics.
- Review wastewater system demands, collection routing, and hydraulics.
- Evaluate alternative treatment technologies and cost-benefit analysis.
- Prepare conceptual layouts and planning-level costs.
- Establish ROWs for utilities (pipelines, gas, electrical, fiber, etc.).
- Conduct geotechnical investigations and foundation recommendations.
- Perform percolation tests for RIBs and model their performance.
- Assist PCU with public engagement/hearings related to land use change.
- Assist PCU in obtaining special zoning exceptions for WPF, WWTF, RIBs, and wells.

Preliminary Design - Establish Design Criteria, O&M Accommodations and Resiliency Review

During the preliminary design, Carollo will establish the design criteria for current and future phases, review O&M features and discuss PCU preferences, and perform resiliency review for each phase for the new WPF and WWTF. This task will include the following subtasks and supporting services, at a minimum:

- Assist with procuring a well contractor to drill a test well and collect samples of ground water for the proposed new WPF and establish raw water quality.
- Coordinate with water use permit consultant and establish the number of RW supply wells and capacities as well as sizing of the finished water high service pumps and develop control logic and suction/discharge pipe sizing.
- Establish design criteria for treatment processes as needed based on the raw water quality.
- Perform finished water blending desktop studies to determine and establish any post treatment facilities for the WPF.
- Sample raw wastewater from nearby WWTFs and establish baseline wastewater characterization for sizing of the unit processes.
- Identify and establish design criteria for each unit treatment process for the new WWTF.
- Develop hydraulic profile with reliance on gravity flow, no intermediate pumping.
- Finalize stormwater management and outfall control structure for each facility.
- Establish site layout and construction access for each facility.
- Establish testing and commissioning for each facility.
- Establish emergency generator/back-up power sizing for each facility.
- Prepare a 30-percent level site plan and associated drawings and a cost estimate for each facility (the new WPF and the new WWTF).
- Prepare and incorporate resiliency requirements for each facility.
- Prepare a basis of design report (preliminary design report) for each facility and initiate Florida Department of Environmental Protection (FDEP) permits as applicable.

Resiliency Aspects to Review:

- Flood-related hazards
- High wind and flying debris
- Lightning
- Building fire
- Safety and security

Approach to Innovation and Abilities of the Firm/Project Team

Over the past 90+ years, Carollo has led the water industry with research and innovation as shown by the examples in this section.

3D BIM (Building Information Modeling)

We are one of few engineering firms that has heavily invested in 3D BIM for more than a decade. A design completed in 3D BIM offers integration of multi-discipline data to create detailed digital representations that are managed on a shared platform for real-time collaboration with key decision makers. BIM aids in greater visibility resulting in easy and quick decision making, minimizes errors while saving contractors and owners time and money. The same model will be used by the CMAR to prepare very accurate as-builts, much superior in content compared to the traditional 2D drawings.

With utilizing a Construction Manager at Risk (CMAR) type alternate delivery method, completing the design using 3D BIM can be extremely beneficial. The CMAR can utilize the 3D model during the early stages of design (60% design completion) and start with quantity take-offs to order long lead items and prepare a detailed construction sequence and schedule. Carollo has successfully done this for Sarasota County's, Bee Ridge Water Reclamation Facility and many other projects as described in the section below. The most important aspects have been construction schedule and cost savings. See company experience tab for more information on this project.



3D Rendering of the largest MBR Facility in Florida
(18-mgd Bee Ridge WRF, Sarasota County, Florida)

Precast/Post-Tensioning Structures:

- ⊕ Ideal for any size/shape
- ⊕ Monolithic pours in climate-controlled factory
- ⊕ No voids or honeycombs
- ⊕ Superior QA/QC
- ⊕ Unaffected by weather
- ⊕ No delays with site work or foundation prep
- ⊕ Quick erection, ready for immediate use
- ⊕ Cuts on-site labor and costs significantly
- ⊕ 2-year warranty (vs. standard 1-year)
- ⊕ Excellent site cleanliness

Save Time and Money with Precast and Post-tensioned Structures

PCU's desired time frame (around 3 years) to complete both new facilities has its challenges. One option to help achieve this goal is the use of precast and post-tensioned structures for all process units for all shapes and sizes, including potable water storage tanks, wastewater treatment processes such as headworks, activated sludge basins (including oxidation ditches), secondary clarifiers, and filters as manufactured by Dutchland, LLC. This option could save substantial time, on-site labor, and potentially overall project cost. The process starts with design adhering to the American Concrete Institute (ACI) 350. The precasting of various sections of the structure are done at the factory (located in Alachua, FL < 200 miles from project sites) under very close supervision and superior quality control procedures.



Erection of precast sections of the rectangular activated sludge basin at Upper Montgomery Joint Authority WWTP in Pennsburg, PA (Photo courtesy Dutchland, LLC)

If CMAR delivery is selected by PCU, the CMAR can procure firm pricing and schedule from Dutchland at 90% design for comparison to a traditional cast-in-place type construction. PCU will receive a competitive price and schedule for the construction of the two facilities potentially saving time and money.

Save Time and Money by Co-locating the New WPF and New WWTF

Identify a sufficiently large land parcel to allow co-locating both the new WPF and the new WWTF on the same site. **It may be possible to co-locate both new facilities on the same parcel as the ERUSA MP's proposed WWTF site. The raw water wellfield can be located in the vicinity of the proposed WPF site, providing sufficient separation and distance from the RIB sites that would be located on the WWTF site.** Alternatively, the well field can be located closer to the site but still well upstream of the RIB sites with appropriate separation between them.

Some additional pipeline improvements may be necessary to convey the raw water from an appropriately located well-field site and potable water to tie-in to existing service locations.

Co-locate the WPF and WWTF on a single site:

- ⊕ Single land parcel needed
- ⊕ Save on permits, time, and costs
- ⊕ Streamline site investigations (survey, environmental, geotech)
- ⊕ Shared stormwater, security, access, and ROWs
- ⊕ Joint admin, maintenance, and electrical (gear, backup power)
- ⊕ Easier construction management with common contractor areas
- ⊕ Simplified supervision and quality control

Innovative BNR Design Coupled with MBR Technology for Superior Water Quality Goals in a Small Footprint

The membrane bioreactor (MBR) technology has significantly matured over the past decade, or more and more and more utilities are adopting this technology to produce high quality effluent. Given the adoption of this technology nationwide, it has become extremely cost competitive with conventional treatment and can be evaluated for the new WWTF. Implementing ammonia-based aeration control and internal recycle with swing/deoxygenation zones can achieve superior nitrogen removal and reduce energy consumption. Including surface wasting will help eliminate foam and promote selective wasting.

Utilizing Construction Manager at Risk Delivery Method

Carollo has vast experience with working on alternate delivery methods and using a CMAR.

Bee Ridge WRF Expansion CMAR Coordination Highlights

To have confidence that Florida’s largest MBR facility is delivered on schedule and within budget, Sarasota County selected Carollo to help guide them through the CMAR delivery process, which was selected to better understand project construction costs and schedule development. Carollo’s scope of services included selection of a highly qualified CMAR, development of the CMAR’s preconstruction services scope, review of construction pricing for the project’s two guaranteed maximum price (GMP) proposals, full-time construction inspection services, and startup.

Carollo worked closely with Sarasota County to identify and include all the critical CMAR requirements in the preconstruction services scope. These important scope elements included pricing transparency, close coordination on project constructability, permitting responsibilities, maintenance of plant operations (MOPO), as well as schedule and GMP development.

“
Staff members of the County have been extremely pleased with the cost, quality, timeliness, and responsiveness of the professional consulting and engineering services that we have received from Carollo. Our association has been very positive, and we have always found the principals, staff members, and support staff to be above average in professional capability.
 — Gregory S. Rouse, Manager Utilities/Environmental, Sarasota County
 ”

CMAR Delivery Method Experience, Florida Projects	MGD	Cost	Completed
Bee Ridge WRF, Sarasota County	18	\$251 M	In Construction Substantial Completion June 2026
Buckman Biosolids Capital Conversion Projects, JEA	130	\$309.6 M	In Construction Substantial Completion March 2028
Sandhill WRF Expansion, Toho Water Authority	9	\$51.4 M	Oct. 2023
Parkway WTP DBP Mitigation, Toho Water Authority	11.2	\$9 M	Nov. 2023
Westside Regional WRF Upgrades, Daytona Beach	15	\$39 M	Feb. 2021
PRWC Southeast WPF	7.5	\$228 M	Construction begins 2025 Completion Dec. 2027
PRWC Southeast Transmission	15	\$243 M	In Construction Completion May 2028

Effective workshops were held with the CMAR, and the CMAR’s major subcontractors, to review design elements and determine opportunities for efficiency and cost reduction, while promoting the WRF’s operational reliability and flexibility. Working closely with the CMAR and their team resulted in a valuable exchange of ideas, such as identification of critical long-lead equipment and their submittal requirements, and engineering data and design packages released to meet an early GMP for phased construction. All these items were agreed upon to enhance the schedule, while always accommodating the WRF plant personnel who had to keep the existing facility operational.

Managing Project Budgetary Goals, Timetables, and Quality Control Objectives

Project Management Plan

Fundamental to our project management philosophy, each project begins with preparing a project management plan (PMP). Our project managers, Sudhan Paranjape (new WWTF) and Jeremy O’Neal (new WPF) will prepare and use the PMPs tool to coordinate our work effort, control the projects, and meet the expectations of the stakeholders and staff. The PMPs are created during initial project planning and serves as the basis for development for the final work product. It is a working document and is continuously updated to guide the project team.

Project Communication

MS Teams Site — Communications is a key factor in the success of the project. Each of the two projects will host the essential documents for the respective project on a common MS Teams site hosted by Carollo, providing ease of access to PCU. Projects communication items, such as the Action Logs and Decision Logs, will be kept current on this site.

Monthly Project Progress Reports — At the end of each month, the respective project manager (PM), will summarize the work completed, upcoming work, and any outstanding actions for PCU. It helps develop trust, management of expectations, promotes alignment, and avoids misunderstandings, conflicts, delays, and costly errors. Both PMs will keep your respective PMs up-to-date on progress throughout the life of the project through these monthly status reports. As soon as they become aware of an issue that potentially affects the schedule, budget, or both, they will promptly inform the appropriate PCU PM. The Carollo team will work with PCU staff to address the issue and to minimize impacts on the project. The Carollo PM will also hold a virtual monthly progress meeting to go over the progress report and updates (as needed).

Design Milestones and Review Workshops — These projects should reflect your ideas and address your concerns as the design process progresses. As shown on the right, (from the bottom up) appropriate workshops and meetings will be scheduled to review comments and discuss issues of concern following each progress submittal for each facility. An agenda for each meeting or workshop will be prepared in advance. The agenda will clearly state the goals of the meeting including decisions and/or directions needed from PCU. Carollo’s project managers will have the responsibility of assisting PCU’s staff with obtaining the information that is needed by the design team. Comments received from PCU and its stakeholders will be added to the project comment log with how the comment will be addressed and the completion status of the response.

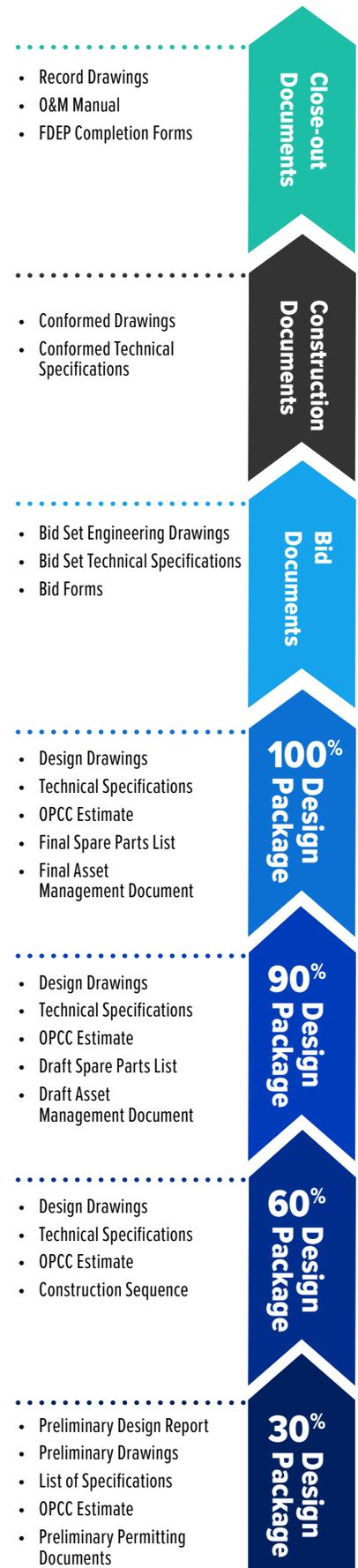
Quality Management



Our approach to quality is based on conducting the “right reviews” by the “right people” at the “right time” so the project starts off correctly, is done right the first time, and is delivered on time and within budget. To achieve these goals and to meet our own quality expectations, we prepare a project-specific quality management plan (QMP) that details methods

and procedures to verify that design and resulting documents meet PCU and industry quality standards. Then we assign senior project review staff who are truly experts in their fields.

For this project we have assigned **Vic Godlewski, PE**, to lead our quality review team. Vic is Carollo’s Orlando office quality manager and will also be the principal-in-charge for both facilities. He brings more than 40 years of design experience and is intimately familiar with PCU standards.



Design milestones and deliverables

Experience, Expertise, Personnel & Technical Resources

Carollo's **singular focus on water solutions** has allowed us to focus on delivering many similar projects to clients, both locally and nationwide, offering innovative solutions with unparalleled client service.

Carollo Team's Representative Florida Water Design Experience

Projects	Plant Characteristics			Treatment Process			Services						
	Plant Size (mgd)	Surface WTP	High TOC/Color Source Water	Highly Variable Source Water Quality	Enhanced Softening/Coagulation	Membrane Technologies	Alternative Process	Hydraulic Evaluation and Eliminating Bottlenecks	Alternatives Analysis, Selection, and Ranking	Bench-Scale/Piloting	Vulnerability and Criticality Assessments	Multi-Discipline Design Services	Construction Services
Gibson Oaks Water Production Facility - Study, Design and ESDC* Polk County	4.6						✓					✓	✓
Parkway Water Treatment Plant Disinfection Byproduct Mitigation Project (CMAR)* Toho Water Authority, Kissimmee	11.2		✓				✓	✓	✓	✓		✓	✓
Meadowbrook Water Treatment Plant Design* Clay County Utility Authority	8.78							✓	✓			✓	✓
Babcock Ranch Water Treatment Plant and Water Reclamation Facility* Fort Myers	0.5		✓			✓			✓			✓	✓
Pinewoods RO/NF Water Treatment Plant Expansion Lee County	3		✓			✓		✓	✓		✓	✓	✓
North Lee County RO Water Treatment Plant Expansion Lee County	15					✓		✓	✓		✓	✓	✓
Northeast Regional RO/IX Water Treatment Plant Collier County	15		✓			✓	✓			✓		✓	
Water Treatment Plants Improvements City of Boynton Beach	20		✓		✓	✓	✓	✓	✓	✓	✓	✓	✓
Springtree and Sawgrass Water Treatment Plants Expansions City of Sunrise	49 (comb)		✓		✓	✓	✓	✓	✓	✓		✓	✓
Lake Manatee Water Treatment Plant Filter Upgrade Manatee County	54	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

*Project description provided on the following pages.

Unmatched Wastewater Experience

The table below and the project descriptions that follow demonstrate our ability to successfully address complex technical, regulatory, and institutional issues to produce clear, cost-effective, and practical designs.

Carollo Team's Representative Florida Wastewater Design Experience

Projects	Plant Size (mgd)	Project Relevance									
		RAS/WAS Pumping	Filters	Biosolids Handling	Secondary Clarifiers	Alternative Delivery	Pretreatment	Biological Treatment	Disinfection	Effluent Pumping	Reclaimed Water Storage
Sandhill WRF Upgrades and Expansion (CMAR)* Toho Water Authority, Kissimmee	7.5	✓	✓	✓		✓					
Westside Regional WRF Improvements (CMAR)* City of Daytona Beach	15		✓	✓		✓	✓				
Bee Ridge WRF Expansion and AWT Conversion* Sarasota County	18	✓	✓	✓		✓	✓	✓	✓	✓	✓
Babcock Ranch Water Treatment Plant and Water Reclamation Facility* Fort Myers	0.75	✓	✓	✓		✓	✓	✓	✓	✓	✓
Southeast WWTP Improvements and Expansion Pasco County	6	✓	✓	✓			✓	✓	✓	✓	✓
Buckman WRF Biosolids Projects (CMAR) JEA, Jacksonville	130			✓		✓					
South Bermuda Upgrades and Expansion (CMAR) Toho Water Authority, Kissimmee	13	✓	✓	✓		✓					
Conserv II WRF Biosolids Dewatering Systems Improvements City of Orlando	25	✓		✓							
Dunn WRF Filtration Improvements (PDB) Pinellas County	9		✓			✓					
Conceptual Design for NWRWWTF and SWRWWTF Polk County	3 4	✓	✓		✓						
Wesley Center WWTP Expansion Pasco County	6		✓	✓			✓	✓	✓	✓	✓
Central County WRF, Phases 2, 3, and 4 Sarasota County	8	✓	✓	✓	✓		✓	✓	✓		
SCRWWTDB Aeration/Capacity Improvements (PDB) Delray Beach/Boynton Beach	24		✓		✓	✓					

*Project description provided on the following pages.



Gibson Oaks Water Production Facility - Study, Design & ESDC

Polk County, FL

Project Background

The 2013 NWRUSA Potable Water Production Regionalization Study and 2016 Master Plan Update recommended that the six existing water production facilities (WPFs) in the Northwest PWS be consolidated into three regional facilities to improve water system reliability and more efficiently meet future demands. The Gibson Oaks greenfield facility was one of them. This is a 4.6-mgd (8.6-mgd) regional facility in the eastern portion of the NWRUSA and replaced the existing Lake Gibson, Timberidge, and Sherwood Lakes WPFs. The project increased water system reliability/redundancy by providing a second potable water distribution system loop in the eastern portion of the service area.

How We Helped

The new facility included a new 1-MG prestress concrete storage tank, a new sodium hypochlorite storage and feed system, a new high-service distribution pump station, and a new operations/electrical building. A new raw water well was constructed on-site as part of the project. The existing Lake Gibson WPF was modified to a raw water supply well as part of the project. The Sherwood Lakes WPF has two new raw water supply wells that have been developed and modified to operate as remote well supply sites.

With the modification of the WPFs, new raw water piping routes were evaluated and designed for construction to bring raw water from the remote sites to the Gibson Oaks site. Also, new finished water piping was designed to distribute the potable water from the site into the distribution system.

There are three disinfection points:

1. Disinfection Point 1, services the raw water header (prior to the GSR),
2. Disinfection Point 2 services the tray aerator, and;
3. Disinfection Point 3 services the high service distribution pump suction header.
 - Disinfection Point 1 serves as the primary disinfection location so that maximum contact time is reached within the GSR and target chlorine residual is reached upon leaving the GSR.
 - Disinfection Point 2 helps mitigate biological growth on the tray aerators.
 - The final disinfection location, Point 3, is located after the GSR and serves as a trim point, if required to maintain residual in the distribution system.

I greatly appreciate the extensive knowledge and experience of the project team who worked collaboratively with us to produce quality deliverables and performed well. The Carollo team was responsive and completed the project within the contracted schedule and budget.

— Holden Wright, Capital Project Manager - Polk County

SIZE AND COST OF PROJECT

Project Size: 4.6-mgd

Project Cost (Design & ESDC): \$1.5 million

PROJECT REPRESENTATIVE

Holden Wright, Capital Project Manager
Polk County

330 West Church Street

Bartow, FL 33830

Ph: 863-534-6467

holdenwright@polk-county.net

COMPLETION DATES

Scheduled completion: 8/2022

Actual completion: 1/2025 Est.

FIRM RESPONSIBILITY

Prime for WPF design (process mechanical, electrical, I&C).

KEY STAFF/ROLE

V. Godlewski - Principal-in-Charge/
Technical Advisor

E. Stone - Process

V. Negron-Vieira - Structural

N. Anderson - I&C

SUBCONSULTANTS

The Lunz Group

Madrid

CivilSurv

PROJECT COST/CHANGE ORDERS

Original budget: \$1.5 million

Project has 1 pending change order and is not yet complete.

TIME EXTENSION IF APPLICABLE

Time extension for construction delays due to equipment fabrication and delivery.



Parkway Water Treatment Plant Disinfection Byproduct Mitigation Project

Toho Water Authority, Kissimmee, FL

Project Background

Toho Water Authority (Toho) owns and operates the Parkway Water Treatment Plant (WTP) located in the Eastern distribution system. The Parkway WTP is an 11.2-mgd groundwater treatment plant consisting of four upper floridan aquifer raw water wells, a tray aerator, a ground storage tank, sodium hypochlorite and fluoride addition, and high-service pumping.

Toho has identified the Parkway WTP as the primary contributor to disinfection byproduct (DBP) issues in the Eastern distribution system. Carollo was selected to perform testing, evaluation, preliminary and final design, and construction administration for the Parkway WTP DBP Mitigation project for DBP and/or DBP precursor mitigation so DBP levels in the distribution system are below Stage 2 DBP Rule limits.

How We Helped

Carollo worked closely with Toho staff to collect water quality data and identify low-cost operational modifications to the Parkway WTP prior to pursuing any large capital projects. Modifications to the ground storage tank operating levels and the location of the chlorine injection point resulted in significant reduction on DBP formation. However, DBPs were still slightly above the regulated levels.

Carollo commenced with bench-scale testing of granular activated carbon (GAC) and fixed bed ion exchange (FBIX) for reduction of raw water total organic carbon (TOC). FBIX was identified as the lower-cost alternative for full-scale implementation. A pilot test was conducted to establish design criteria and the final design of the FBIX system with raw water blending was completed.

The design included upgrades to the raw water wells, the new FBIX system with brine regeneration system and waste handling, and electrical, instrumentation, and controls for the fully operational system. The improvements were constructed with a construction manager at risk (CMAR).

“
On a recent client survey for the Toho Water Authority’s Force Main Replacement from LS57 to South Bermuda WRF project, Lan Zhou, PE, Toho’s project manager, gave Carollo a perfect score on all categories ranging from our ability to manage risk, schedule, and cost to their overall comfort level and satisfaction with hiring us for future projects.
 ”

SIZE AND COST OF PROJECT

Project Size: 11.2-mgd

Project Cost (Design Fee): \$671,085

PROJECT REPRESENTATIVE

George Eversole, PE, Project Manager
 Toho Water Authority
 951 Martin Luther King Boulevard
 Kissimmee, FL 34741
 Ph: 407-944-5025
 geversole@tohowater.com

COMPLETION DATES

Engineering Completion: 6/2021

Construction Substantial Completion: 4/2023

Final Completion: 11/2023

FIRM RESPONSIBILITY

Prime for pilot testing, preliminary design, final design, bidding and construction phase services.

KEY STAFF/ROLE

E. Stone - Project Manager
 P. Kumar - Lead Project Engineer

SUBCONSULTANTS

Wekiva Engineering
 EMI Consulting Specialties, Inc.
 Southeastern Surveying and Mapping Corporation
 Ardaman & Associates, Inc.

PROJECT COST/CHANGE ORDERS

Original Budget: \$9.0 million
 Final Project Cost: \$9.0 million
 Change Orders: None

TIME EXTENSION IF APPLICABLE

N/A



Meadowbrook Water Treatment Plant Improvements Design

Clay County, FL

Project Background

Meadowbrook Water Treatment Plant (WTP) has a design capacity of 8.78-mgd and serves the Orange Park grid of Clay County Utility Authority (CCUA). This facility is experiencing issues with oxidized sulfur deposits on equipment downstream of disinfection and throughout the distribution system infrastructure. In addition, there are infrastructure repairs and upgrades required at the WTP.

How We Helped

Carollo prepared a Basis of Design Report to evaluate alternatives to improve aging infrastructure and provide treatment solutions for total sulfide removal. The improvements to the WTP include removing the three existing ground storage tanks (GSTs) and two existing hydropneumatic tanks and constructing two new pre-stressed wire-wrapped concrete GSTs.

The GSTs are designed to be arranged to operate in series, with the first GST used for total sulfide removal with ventilation fans and the second GST used for 4-log virus inactivation credits. This will allow for full removal of total sulfide prior to free chlorine addition, lowering the average free chlorine dose required. This new arrangement also decreases the contact time of free chlorine by half, which will help reduce disinfection by-product formation.

The design also includes improvements to the yard piping to accommodate the new GSTs, replacement of the existing high-service pumps with new horizontal split-case pumps, and related electrical improvements. The design of the high-service pumps includes coordination with the CCUA system hydraulics model so that the new pumps work correctly within the existing system and provide adequate flow and pressure to the customers.

“
As CCUA’s assistant chief engineer, I greatly appreciate the extensive knowledge and experience of the project team who worked collaboratively with us to produce quality deliverables and performed well. Their comprehensive project approach and solid project structure to the design phase services for our improvements project provided ample opportunities for our team to be fully engaged in the overall process.

— Joe Paterniti, Assistant Chief Engineer,
Clay County Utility Authority

SIZE AND COST OF PROJECT

Project Size: 8.78-mgd
Project Cost (Design Fee): \$415,061

PROJECT REPRESENTATIVE

Joe Paterniti, PE, Assistant Chief Engineer
Clay County Utility Authority
3176 Old Jennings Road
Middleburg, FL 32068
Ph: 904-213-2412
jpaterniti@clayutility.org

COMPLETION DATES

Engineering Completion: 10/2024
Construction – 7/2026 Est.

FIRM RESPONSIBILITY

Prime for preliminary design and final design services.

KEY STAFF/ROLE

J. O’Neal - Project Manager
E. Stone - Chemical Treatment

SUBCONSULTANTS

The Lunz Group
Meskel and Associates
Wekiva Engineering

PROJECT COST/CHANGE ORDERS

Original Budget: \$415,061
Final Project Cost: \$415,061
Change Orders: None

TIME EXTENSION IF APPLICABLE

N/A



Babcock Ranch Water Treatment Plant and Water Reclamation Facility

Kitson and Partners, Fort Myers, FL

Project Background

MSKP Town and Country Utility owns and operates the Babcock Ranch Utility System, which serves the Babcock Ranch Community. The community is a mixture of residential, commercial, and light industrial development and is designed to be developed in phases. The site project supports the construction of a 19,000-unit residential, 5-million sq. ft. commercial development. The 30-acre utility site houses a water treatment plant (WTP) and a water reclamation facility (WRF).

How We Helped

Phase 1 Expansion: Carollo was selected to design and assist with the construction of the Phase 1 improvements. The water system consisted of a new membrane WTP, degasification and odor control, chlorination, ground storage tanks and high service pump station. Two area wells (0.3-mgd each) supply the WTP.

For the WRF, a new greenfield site was developed for a new 0.15-mgd AADF sequencing batch reactor (SBR) process with filters and high-level disinfection to produce public access reclaimed effluent water. Carollo served as the engineer of record and provided value engineering services to reduce the construction costs by \$2M on this \$12.85M project.

Phase 2 Expansion: Phase 2 of the project increased WTP capacity to 1-mgd by the addition of a third supply well, additional treatment equipment, and expansion of the high-service pump station (4.5-mgd). Phase 2 WTP improvements included additional treatment for total organic carbon (TOC) to further reduce disinfection by-product (DBPs) levels in the distribution system. The Phase 2A WRF project converted the facility from an SBR to an A2O process with membrane bioreactor (MBR). The design reused all the existing treatment structures but also included new facilities: headworks, aeration blowers, MBR process tanks and equipment, chlorine contact tanks, reclaimed water transfer pump station, 1-MG reject ground storage tank and sludge holding tank.

Construction for Phase 2A began in May 2019 and was completed in October 2020 with the plant attaining interim treatment capacity of 0.375-mgd. Carollo provided value engineering services to reduce the construction costs by \$1.5M. Shortly after completion of Phase 2A, design activities started on Phase 2B which included completion of a third MBR process tank and installation of associated equipment. The Phase 2B construction began in January 2021 with substantial completion in March 2023 for an ultimate treatment capacity of 0.75-mgd.

SIZE AND COST OF PROJECT

Project Size: 0.5 (WTP) & 0.75-mgd (WWTF)

Project Cost: Phase 1: \$12.8 million

Phase 2: \$21.5 million

PROJECT REPRESENTATIVE

John Broderick, Senior Vice President

Kitson & Partners

14750 State Road 31

Punta Gorda, FL 33982

Ph: 941-235-6907

JBroderick@Kitsonpartners.com

COMPLETION DATES

Scheduled Completion: 4/2019, Phase 1

9/2020, Phase 2

Actual Completion: 4/2019, Phase 1

On-going, Phase 2

FIRM RESPONSIBILITY

Prime for preliminary and final design, and construction phase services.

KEY STAFF/ROLE

S. Paranjape - Project Engineer

A. Gilmore - MBR Design Lead

P. Kumar - Lead Project Engineer

B. Graham - WRF Design

SUBCONSULTANTS

CA3 Architects

PROJECT COST/CHANGE ORDERS

Original Budget: \$12.8M, Phase 1

\$21.5M, Phase 2

Final Project Cost: \$12.8M, Phase 1

On-going, Phase 2

Change Orders: None

TIME EXTENSION IF APPLICABLE

N/A



“
The Sandhill facility has been operating very well since the completion of the expansion and upgrades projects for the past year and plant operations has been very satisfied.
 — George Eversole, Title, Toho Water Authority
 ”

Sandhill Water Reclamation Facility (WRF) Upgrades and Expansion

Toho Water Authority, Kissimmee, FL

Project Background

Carollo was hired by Toho Water Authority (Toho) to provide professional engineering services to assist with conceptual design, preliminary design, final design, permitting, bidding, and construction phase services to construct the upgrades and expansion to the Sandhill WRF from a rated capacity of 6.0-mgd, average day flow (AADF) to a rated capacity of 7.5-mgd, aadf with potentially expanding to a 9.0-mgd, aadf facility with the construction of a 4.0-million gallon (MG) reuse ground storage tank.

How We Helped

As a start, Carollo developed a conceptual design that evaluated the expansion of the existing plant from a rated capacity of

6.0-mgd AADF to either 7.5-mgd AADF or 9.0-mgd AADF . This included review of the plant hydraulics and review of each plant process. The study concluded that the only difference between 7.5-mgd AADF , and 9.0-mgd AADF , was the addition of a 4.0-MG reuse ground storage tank that would comply with the wet-weather storage capacity on-site. All other unit processes had to be upgraded for both capacities and the cost of such upgrades were the same. Toho elected to proceed with expanding the facility to 9.0-mgd AADF . While the existing plant did not require to meet Florida advanced water treatment (AWT) standards, process modeling was conducted to identify the necessary treatment facilities to be added soon to meet Florida AWT standards (5:5:3:1).

The design of the upgrades and expansion project at Sandhill WRF included retrofitting the existing headworks with new center-flow band screens, new pista grit removal equipment, upgrade to existing flow splitting structure, one new 4-stage Bardenpho train with diffusers, two new blowers and aeration piping, one new 130-ft diameter secondary clarifier with spiral scrappers, new RAS/WAS pumps new tertiary cloth disk filters, expansion of the chlorine contact tank, new effluent transfer pumps, one new 3 MG off-spec storage and one new 4 MG Reuse storage tanks and new reclaimed water pumps.

At 60% design, the CMAR provided a cost estimate that was \$10 to \$15M more than the Toho budget. Carollo worked with both the CMAR and Toho to identify value engineering ideas to reduce the project’s cost.

SIZE AND COST OF PROJECT

Project Size: 7.5-mgd, AADF. Can be increased to 9.0-mgd with construction of the 4.0-MG reuse storage tank

Project Cost (Design Fee): \$782,094

Construction Cost: \$51,461,847

PROJECT REPRESENTATIVE

George Eversole, PE, Project Manager

Toho Water Authority

951 Martin Luther King Boulevard

Kissimmee, FL 34741

Ph: 407-944-5025

geversole@tohowater.com

COMPLETION DATES

Scheduled Completion: Engineering. 2/2022

Actual Completion: Engineering - 2/2022

Substantial Construction - 10/2023

Final Construction - 12/2023

FIRM RESPONSIBILITY

Prime for preliminary and final design, process engineering, permitting, bidding, construction, and startup assistance.

KEY STAFF/ROLE

S. Paranjape - Project Manager

V. Godlewski - QC

J. O’Neal - Project Engineer

E. Natale - Project Engineer

V. Negron-Vieira - Structural

SUBCONSULTANTS

EDA, Inc.

PROJECT COST/CHANGE ORDERS

Original GMP: \$51.461 million

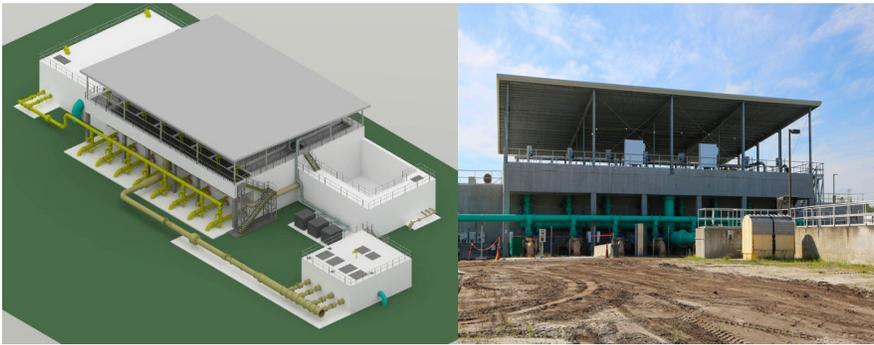
Actual Project Cost: \$51.461 million

Change Orders: N/A – A project contingency of 2% was established and was part of the GMP.

No additional Change Orders were needed.

TIME EXTENSION IF APPLICABLE

N/A



Westside Regional Water Reclamation Facility Improvements

City of Daytona Beach, FL

Project Background

The project consisted of the design and construction improvements to three critical treatment processes, including Bardenpho™ Stage 3 and Stage 5 aeration improvements, new tertiary deep-bed sand filters with tertiary influent pump station, new return activated sludge (RAS) and waste activated sludge (WAS) pumping, and new biosolids dewatering equipment. These improvements were critical for treatment and compliance with the state permit.

How We Helped

The new tertiary deep-bed sand filters replaced the existing failing automatic backwash (ABW) filters. Carollo was hired to perform a condition assessment of the existing filters and prepare a desktop evaluation of various tertiary filtration technologies. The condition assessment determined that the existing filters had reached their useful life and required significant daily and monthly maintenance to keep them running. The subsequent UV disinfection system was struggling to maintain a reliable dose to meet the reuse standards, with the plant often exceeding the fecal limits. Carollo prepared a desktop evaluation of various tertiary filtration technologies and recommended the design and construction of new deep-bed sand filters. The new filters provide a more reliable, robust, and efficient filtration system critical to treating wastewater to reuse standards.

The existing Bardenpho™ Stage 3 and Stage 5 aeration equipment was replaced with larger and more efficient aeration equipment critical to the main treatment process of the plant. During race weeks and other major events within the City, the treatment plant receives higher wastewater flows and loads, and the existing aerators had difficulty providing sufficient air to meet the demand to treat the incoming wastewater. The larger VFD-driven 200-hp mechanical surface aerators were designed to handle these peak events and treat the wastewater to the plant permit limits.

The existing RAS/WAS pumps were replaced with new dry-pit submersible pumps and process piping. The existing submersible pumps were in a large underground wet-well that collected the RAS from the secondary clarifiers at the plant. In the past, the wet-well had overflowed on to the ground during power outages. Due to ragging issues, the submersible pumps also struggled to maintain proper RAS and WAS flows. The new RAS/WAS pumps were designed as dry-pit screw centrifugal pumps located at grade. The new RAS/WAS pumps were designed as dry-pit screw centrifugal pumps located at grade. The screw centrifugal pumps are best suited for this application and have worked very well since installation, significantly reducing O&M costs. The existing above-grade RAS/WAS collection box was converted to a wet-well for these pumps. The configuration of this pumping system eliminated any possibility of overflows.

“
The Westside Regional WRF Improvements project Carollo completed for the City was the largest project the City completed in over 20 years and the first alternative delivery project. Carollo’s outstanding performance, knowledge, and dedication helped to ensure the City met regulatory requirements and standards within the time frames specified.

— Eric A Smith PE, Deputy Utilities Director, City of Daytona Beach

SIZE AND COST OF PROJECT

Project Size: 15-mgd AADF and 45-mgd peak flow

Project Cost (Engineering Fee): \$2.9 million

PROJECT REPRESENTATIVE

Eric Smith, PE, Deputy Utilities Director
 City of Daytona Beach
 3651 LPGA Boulevard
 Daytona Beach, FL 32124
 Ph: 386-671-8829
 smitheric@codb.us

COMPLETION DATES

Scheduled Completion: Engineering. 7/2018
 Actual Completion: Engineering - 7/2018
 Substantial Construction - 10/2020
 Final Construction - 2/2021

FIRM RESPONSIBILITY

Prime for preliminary and final design, process engineering, permitting, bidding, construction and startup assistance.

KEY STAFF/ROLE

S. Paranjape - Project Manager
 E. Stone - Project Engineer
 E. Wicklein - Modeling

SUBCONSULTANTS

Hillers, Inc.
 Wekiva Engineering

PROJECT COST/CHANGE ORDERS

Original GMP: \$39.9 million
 Actual Project Cost: \$39.9 million
 Change Orders: N/A Change orders were part of GMP.

TIME EXTENSION IF APPLICABLE

N/A



“
 Staff members of the County have been extremely pleased with the cost, quality, timeliness, and responsiveness of the professional consulting and engineering services that we have received from Carollo. Our association has been very positive, and we have always found the principals, staff members, and support staff to be above average in professional capability.
 ”

— Gregory S. Rouse, Manager Utilities/Environmental, Sarasota County

Bee Ridge Water Reclamation Facility Expansion and Advanced Water Treatment Upgrades

Sarasota County, FL

Project Background

Carollo evaluated design upgrades and requirements to expand the Bee Ridge Water Reclamation Facility (BRWRF) from 12-mgd MADF to 18-mgd MMADF and convert its process to meet Florida advanced wastewater treatment (AWT) requirements. This effort includes the design and construction of new biological nutrient removal (BNR) basins and a new membrane bioreactor (MBR) system, along with disinfection and reclaimed water storage facilities.

How We Helped

During the preliminary design phase, Carollo evaluated seven treatment process alternatives to help guide the county and determine which treatment process would best meet the requirements for AWT. The evaluations included BNR process in conventional activated sludge (CAS) arrangements as well as alternative technologies such as MBR, IFAS, AGS, and BAS.

A suite of decision criteria was used during a comparative analysis of each alternative. The County’s priorities were then applied at a workshop, and MBR, CAS, and SFAS alternatives were determined to best meet the County’s requirements and short-listed for further evaluation. Additional workshops were held to evaluate early procurement packages for the CMAR and assist with obtaining a \$105M WIFIA low-interest loan. At the onset of the design, Carollo helped the county select a CMAR, get them under contract for preconstruction services, and finalize the project GMP.

The final design phase was completed on time and within budget and included several coordination steps and design milestones. Each milestone required updates and meetings with the County, the construction manager at risk (CMAR), and various subcontractors to ensure the project met all design requirements while developing the guaranteed maximum price (GMP).

Construction began in early 2022 and included two GMP packages to ensure that we meet the schedule. Substantial completion is scheduled for August 2025, and final completion is estimated by May 2026.

SIZE AND COST OF PROJECT

Project Size: 18-mgd
 Project Cost (Engineering Fee): \$13.3 million
 Construction Cost: \$251 million

PROJECT REPRESENTATIVE

Gregory Rouse, Manager, Utilities/Environmental
 Sarasota County
 1001 Sarasota Center Boulevard
 Sarasota, FL 34240
 Ph: 941-861-0548
 grouse@scgov.net

COMPLETION DATES

Scheduled Completion: Engineering, 5/2022
 Actual Completion: Engineering - 5/2022
 Substantial Completion Construction – 8/2025 Est.
 Final Completion Construction - 5/2026 Est.

FIRM RESPONSIBILITY

Prime for conceptual, preliminary and final design, permitting, bidding, construction, and startup assistance.

KEY STAFF/ROLE

- A. Gilmore - MBR Design Lead
- M. Love - Senior Engineer/Technical Lead
- B. Graham - Operational Process
- V. Negron-Vieira - Structural
- E. Wicklein - CFD Modeling
- M. Pellish - Electrical

SUBCONSULTANTS

CA3 Architects
 Ardaman & Associates

PROJECT COST/CHANGE ORDERS

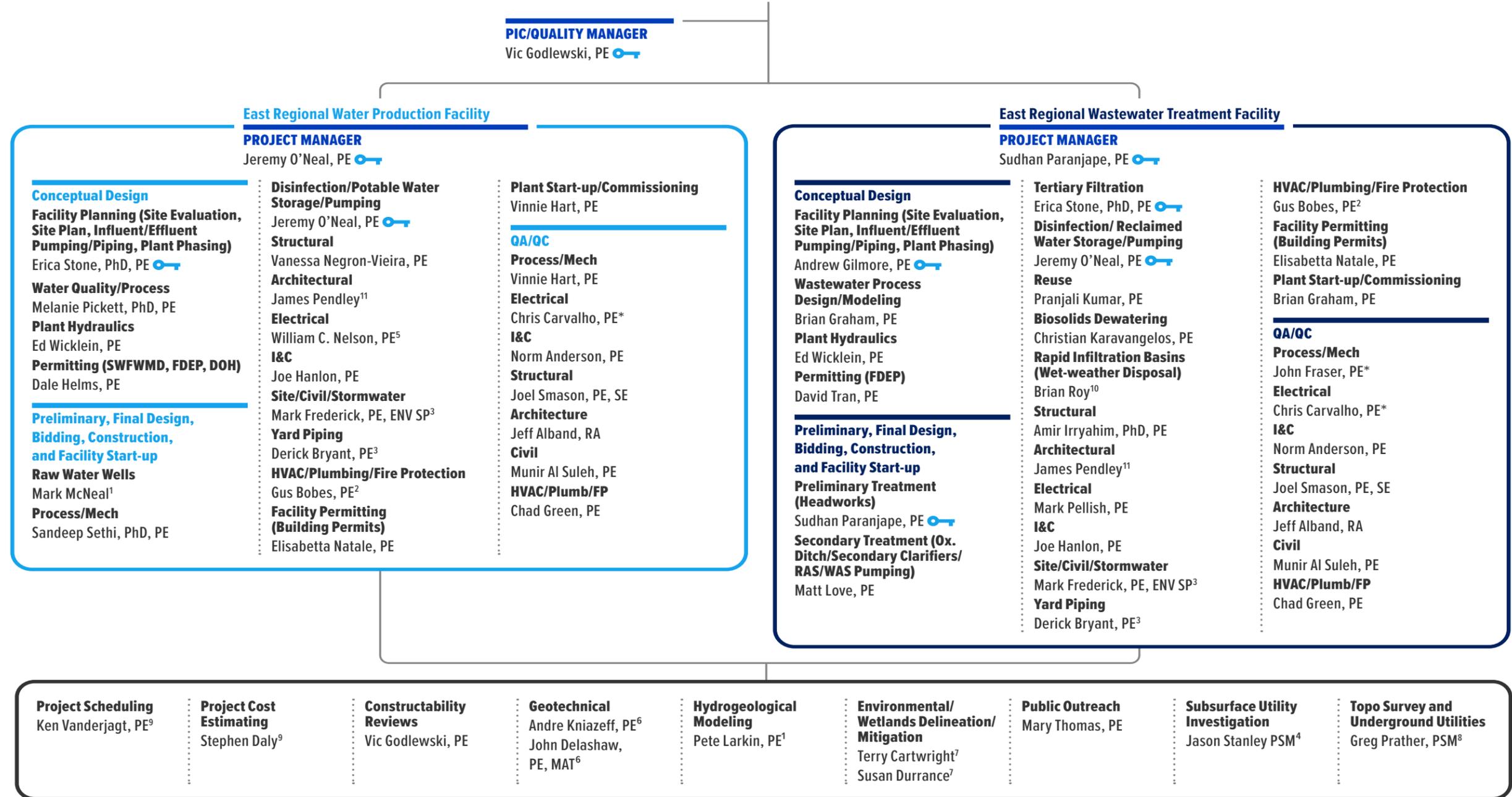
Original GMP: \$251M (total for 2 GMPs)
 Actual Project Cost: will be determined based on changes (requested by County and/or escalations)
 Change Orders: N/A – Project contingencies and allowances are based on pricing at 70% design completion phase for GMP.
 No additional Change Orders were needed.

TIME EXTENSION IF APPLICABLE

N/A

Organizational Chart: One Team, One Focus

Our integrated “one team” philosophy starts with assembling a comprehensive design team that brings a blend of proven experience, technical excellence, and continuity. Our team is built around a simple yet powerful concept—**put the best individuals into roles where they can add the highest value to PCU.**



- Legend**
- 1. ASRus
 - 2. Bobes Associates Consulting Engineers, Inc.
 - 3. CivilSurv Design Group, Inc.
 - 4. ECHO Utility Engineering & Survey
 - 5. Electrical Design Associates
 - 6. Madrid CPWG
 - 7. Patel, Green and Associates
 - 8. Pickett & Associates, LLC
 - 9. PMA Consultants
 - 10. Royal Consulting
 - 11. The Lunz Group
 - Polk County Firm
 - WBE
 - MBE
 - Key Personnel
 - * Licensed in a state other than Florida

POLK COUNTY / ENGINEERING SERVICES FOR EAST REGIONAL WATER PRODUCTION AND WWTF-24-551



Victor Godlewski, PE

Principal-In-Charge/Quality Manager

“In my principal-in-charge role, I will stay connected with County staff to make sure your overall expectations are being met throughout the project duration.”

Experience and Qualifications Relevant to Proposed Project

» Conceptual Improvements to NWRWWTF and SWRWWTF | Project Manager and Process Engineer | Polk County Utilities, Florida | Project Cost: \$96,280 (Study)

Provided an evaluation of the alternatives for replacement of the tertiary filters at the NWRWWTF and the SWRWWTF. In addition, to the rehabilitation of two existing 60 ft. diameter clarifiers was compared replacement using a single 90 ft. diameter unit. The County also desired to achieve a better flow split through the influent splitter box, abandon the use of telescoping valves for sludge wasting and revise the return activated sludge (RAS) pump arrangement so that each clarifier would be served by a dedicated pump. A revised splitter box was proposed using weir gates for flow splitting. A new mixed liquor pipeline from the activated sludge process to the splitter box was proposed avoiding the use of intermediate pumps to overcome higher head loss. A new RAS pump station was proposed providing each clarifier with a dedicated RAS pump. Waste flow would be diverted from the RAS flow stream using a modulating valve and flow meter combination. For cost comparison, the use of MBR technology was evaluated for both facilities as a replacement for the solids separation provided by conventional clarifiers and filters.

» Northeast Regional WWTP Expansion 2.0-mgd to 3.0-mgd | Project Manager | Polk County Utilities, Florida | Project Cost: \$2.7 million

Scope of services included expansion and upgrade of a WWTP from 0.6-mgd to 3.0-mgd with advanced secondary treatment for reclaimed water quality. Treatment units included headworks, carousel aeration with internal denitrification, clarification, ABW filtration, chlorine contact, transfer pumping, ground storage, reclaimed water pumping, percolation ponds, bio solids thickening, and aerobic digestion.

» Sandhill Road WRF Expansion from 6-mgd to 9-mgd | Technical Reviewer | Toho Water Authority, Kissimmee, Florida | Project Cost: \$33 million

This project included replacing existing influent screens, grit removal, flow splitting basin, converting existing oxidation ditch to either a plug flow reactor with diffusers and blowers or replacing existing 100-hp surface aerators with large 200-hp surface aerators, replacing diffusers in the A/OA/O train 2, adding one new secondary clarifier, adding new cloth disk filters, new chlorine contact basin, modifying to effluent transfer pumping, and review of all effluent disposal alternatives.

» Gibson Oaks Water Production Facility Study, Design and Engineering Services During Construction | Principal-in-Charge | Polk County Utilities, Florida | Project Cost: \$1.5 million

The Gibson Oaks WPF is a 5.9-mgd regional facility in the eastern portion of the NWRUSA and replaced the existing Lake Gibson, Timberidge, and Sherwood Lakes WPFs. The project increased water system reliability/redundancy by providing a second potable water distribution system loop in the eastern portion of the service area. Additionally, the project was intended to provide additional WPF capacity needed to serve existing and future development in the area.

» Three Oaks WWTP | Project Manager | Lee County, Florida | Project Cost: \$22 million

Responsible for the preliminary design, permitting, final design, and construction phase for a contractor led design build project to expand the facility. The project expanded the WWTP from 3.0- to 6.0-mgd and included expansions and upgrades to preliminary treatment, biological nutrient removal system, secondary clarification, return activated and waste activated pump stations, deep-bed tertiary filtration, chlorine disinfection, sodium hypochlorite storage and feed system, on-site plant lift stations, and sludge dewatering.

FIRM TITLE

Vice President

YEARS EXPERIENCE

46 Years

EDUCATION

MS Environmental Engineering, University of Central Florida

BSE Environmental Engineering, University of Central Florida

ACTIVE REGISTRATION

Professional Engineer, FL No. 33139

PROFESSIONAL ORGANIZATIONS

Water Environment Federation



BENEFITS TO PCU

- Successfully designed 24 WWTFs in Florida and completed numerous upgrade and expansion projects, including projects involving biological nutrient removal and beneficial reuse.
- As your PIC, he keeps an ongoing rapport with PCU and is committed to the successful completion of your project.
- Carollo's Orlando office quality manager.



Jeremy O'Neal, PE

Project Manager, ERWPF/Disinfection/Potable Water Storage/Reclaimed/Pumping

“My passion is to improve water for utilities and their customers.”

Experience and Qualifications Relevant to Proposed Project

» Meadowbrook Water Treatment Plant Design | Project Manager | Clay County Utility Authority, Florida | Project Cost: \$415,061

The 8.78-mgd Meadowbrook WTP facility was experiencing issues with oxidized sulfur deposits on equipment downstream of disinfection and throughout the distribution system infrastructure. There were also infrastructure repairs and upgrades required at the WTP. Carollo prepared a basis of design report to evaluate alternatives to improve aging infrastructure and provide treatment solutions for total sulfide removal. The improvements to the WTP include removal of the three existing ground storage tanks (GST), two existing hydropneumatics tanks, and five high service pumps. The GSTs would be replaced with two new GSTs where total sulfide will be treated in the first GST, free chlorine will be injected between the tanks and 4-log virus inactivation will be achieved in the second tank. Carollo also worked with the County to size the new high service pumps based on their existing water distribution model. The new pumps will be controlled with VFDs based off of pressure since the hydropneumatics tanks will be removed.

» Main Water Treatment Plant (WTP) Advanced Treatment Upgrades | Lead Process Engineer | City of Sanford, Florida | Project Cost: \$1,161,800

The City of Sanford’s Main water treatment plant provides water to a large customer base in the City. Carollo was hired to provide preliminary and final design for a new treatment system that will provide treatment of 1,4-dioxane and PFAS. Carollo performed an alternatives evaluation to determine the most cost-effective treatment technologies. It was determined that a UV advanced oxidation process (AOP) followed by GAC was the optimal treatment train, given the water quality. Bench-scale testing, including collimated beam testing and rapid small-scale column tests (RSSCTs), was performed to confirm the design criteria for the treatment processes. This testing was performed in Carollo’s Water ARC® laboratory. Carollo is also helping the City of Sanford pursue grant funding through the FDEP. The project includes two new 0.75-MG ground storage tanks and a new free chlorine injection location to help the City attain 4-log virus inactivation credits. Jeremy is responsible for the UV-AOP and GAC treatment processes as well as coordination with the discipline engineers. Jeremy was also heavily involved with the development of the bench-scale testing so that the appropriate results would be generated for the development of the needed design criteria.

» Sandhill Road WRF Expansion | Project Engineer | Toho Water Authority, Kissimmee, Florida | Project Cost: \$51.4 million

Conceptual design, Preliminary and final design, permitting, bidding and construction of improvements and expansion of the existing 6.0-mgd treatment plant to a rated capacity of 9.0-mgd. It included new influent screens and grit removal, rehabilitation of flow splitting structure, and new 4-Stage Bardenpho basin with diffused aeration, blowers, secondary clarifiers and RAS/WAS pumps, filters, chlorine contact tank, effluent transfer pumps, reclaimed 4.0-million-gallon water storage tank, high service pumps, and a 3.0 million gallon reject storage tank. Project completed in 2023. The project also included planning for future treatment to meet Florida AWT Standards.

FIRM TITLE

Associate

YEARS EXPERIENCE

13 Years

EDUCATION

MS University of Florida, Environmental Engineering
BS University of Florida, Agricultural and Biological Engineering

ACTIVE REGISTRATION

Professional Engineer, FL No. 84374

PROFESSIONAL ORGANIZATIONS

- International Ozone Association (IOA)
 - Board Member (2023-present)
- American Water Works Association, Florida Section
 - Region II Treasurer (2019)
 - Region II Secretary (2018)



BENEFITS TO PCU

- Jeremy has spent the last 13 years of his career providing engineering solutions and designs for water treatment. These projects included multiple advanced treatment projects that removed regulated and non-regulated contaminants, including 1,4-dioxane and PFAS.
- His experience includes pilot studies, process design, hydraulic modeling, and design.



Sudhan Paranjape, PE

Project Manager - ERWWTF/
Preliminary Treatment (Headworks)

"I have over 30 years of experience in the planning, design, permitting, and construction of WWTFs. This includes hands-on experience with project management, planning, and design of all aspects and unit processes of an advanced wastewater treatment facility to meet Florida AWT Standards."

Experience and Qualifications Relevant to Proposed Project

» **Sandhill Road WRF Expansion | Project Manager and Design Manager | Toho Water Authority, Kissimmee, Florida | Project Cost: \$51.4 million**

Conceptual design, Preliminary and final design, permitting, bidding and construction of improvements and expansion of the existing 6.0-mgd treatment plant to a rated capacity of 9.0-mgd. It included new influent screens and grit removal, rehabilitation of flow splitting structure, and new 4-Stage Bardenpho basin with diffused aeration, blowers, secondary clarifiers and RAS/WAS pumps, filters, chlorine contact tank, effluent transfer pumps, reclaimed 4.0-million-gallon water storage tank, high service pumps, and a 3.0 million gallon reject storage tank. Project completed in 2023. The project also included planning for future treatment to meet Florida AWT Standards.

» **Westside Regional WRF Upgrades and Improvements | Project Manager and Design Engineer | City of Daytona Beach, Florida | Project Cost: \$36.23 million**

This project included preliminary, final design, bidding, permitting, and construction phase services for several improvements to the facility to meet Florida AWT standards. The project included new deep-bed sand filters (15-mgd, aadf with 45-mgd peak flow), new RAS/WAS pumping, Bardenpho Stage 3 and Stage 5 aeration with process control to achieve Florida AWT standards, two new 3-belt belt filter presses, new sludge feed pumps, polymer storage and feed system, cake conveyors and new truck unloading stations.

» **Biosolids Improvements at the Buckman WRF | Project Manager and Design Manager | JEA, Jacksonville, Florida | Project Cost: \$310 million**

There are five projects under this program including the planning, design, bidding, permitting and construction of a new 3-story biosolids processing facility with four gravity belt thickeners, sludge feed and thickened sludge pumps, liquid polymer storage and feed system, four high-speed centrifuges, feed pumps and liquid polymer storage and feed system, cake conveyors and piping, two new dual drum thermal dryer trains, pellet storage silos, truck loading bay with scales, a new 2.0 million gallon raw sludge holding tank and associated big bubble mixing system and in-line sludge screens. Design is complete and project is under construction. Substantial Completion is scheduled for May 2028.

» **17-mgd New Plant Headworks, Central County WRF | Design Engineer | Sarasota County, Florida | Project Cost: \$8 million**

Design included a new plant headworks to treat a flow of 8-mgd aadf, 17-mgd peak hour. The new headworks comprised of two perforated plate screens followed by a Grit King® grit removal units. The entire headworks was provided odor control using two-stage chemical scrubbers.

» **South Bermuda and Sand Hill Road WRF– New Biosolids Dewatering Facilities | Project Manager and Design Engineer | Toho Water Authority, Kissimmee, Florida | Project Cost: \$13.3 million**

This project included preliminary, final design, bidding, permitting, and construction phase services for adding new centrifuge dewatering facilities including new sludge feed pumps, polymer storage and feed system, cake conveyors and new truck unloading stations at each of the two WRFs.

» **Biosolids Dewatering System Improvements at Conserv II WRF (25-mgd) | Project Manager | City of Orlando, Florida | Project Cost: \$14.2 million**

The facility has four 2-meter belt filter presses (BFP). A pilot study evaluated three dewatering technologies, including new BFPs, centrifuges, and screw presses. Based on pilot test results, the 3-belt BFPs were chosen as the dewatering technology. A preliminary design report was prepared that also evaluated sludge pumping, cake conveyance and storage facilities. Final design included design of three new three belt BFPs, new polymer storage and feed system, new cake conveyors, new WAS holding tank with diffusers and blowers, and replacement of RAS/WAS pumps at the existing secondary clarifiers.

FIRM TITLE

Vice President

YEARS EXPERIENCE

31 Years

EDUCATION

ME Old Dominion University, Environmental Engineering
BS University of Pune, India, Civil Engineering

ACTIVE REGISTRATION

Professional Engineer, FL No. 64472

PROFESSIONAL ORGANIZATIONS

Water Environment Federation
Florida Water Environment Association, Biosolids Committee



BENEFITS TO PCU

- As a shareholder at Carollo with signing authority. Sudhan commits that he will lead the design of the new WWTF and will assign appropriate resources to complete your projects on time and within budget to the satisfaction of all project stakeholders.
- Proven project management skills, having managed key wastewater projects for local utilities in Central Florida.



Erica Stone, PhD, PE
Facility Planning/Tertiary Filtration

“Throughout my career in Florida, I’ve been fortunate to dive into the dynamic world of both water and wastewater projects, tackling challenges that not only preserve our precious resources but also make a lasting impact on communities. It’s been an exhilarating journey filled with innovation and purpose!”

Experience and Qualifications Relevant to Proposed Project

» Conceptual Improvements to NRRWWTF and SWRWWTF | QA/QC Reviewer | Polk County Utilities, Florida | Project Cost: \$96,280 (Study)

Provided an evaluation of the alternatives for replacement of the tertiary filters at the NRRWWTF and the SWRWWTF. In addition, to the rehabilitation of two existing 60 ft. diameter clarifiers was compared replacement using a single 90 ft. diameter unit. The County also desired to achieve a better flow split through the influent splitter box, abandon the use of telescoping valves for sludge wasting and revise the return activated sludge (RAS) pump arrangement so that each clarifier would be served by a dedicated pump. A revised splitter box was proposed using weir gates for flow splitting. A new mixed liquor pipeline from the activated sludge process to the splitter box was proposed avoiding the use of intermediate pumps to overcome higher head loss. A new RAS pump station was proposed providing each clarifier with a dedicated RAS pump. Waste flow would be diverted from the RAS flow stream using a modulating valve and flow meter combination. For cost comparison, the use of MBR technology was evaluated for both facilities as a replacement for the solids separation provided by conventional clarifiers and filters.

» Gibson Oaks Water Production Facility Study, Design and Engineering Services During Construction | Project Engineer | Polk County Utilities, Florida | Project Cost: \$1.5 million

The Gibson Oaks WPF is a 5.9-mgd regional facility in the eastern portion of the NWRUSA and replaced the existing Lake Gibson, Timberidge, and Sherwood Lakes WPFs. The project increased water system reliability/redundancy by providing a second potable water distribution system loop in the eastern portion of the service area. Additionally, the project was intended to provide additional WPF capacity needed to serve existing and future development in the area.

» Parkway WTP Disinfection Byproduct Mitigation | Project Manager/Engineer of Record | Toho Water Authority, Kissimmee, Florida | Project Cost: \$9 million

This construction manager at risk (CMAR) project included the bench and pilot testing, evaluation, preliminary, and final design for disinfection byproduct (DBP) precursor mitigation to help reduce the DBP levels in the distribution system below Stage 2 limits. Strategies evaluated include operational modifications, ion exchange, and granular activated carbon. The project included design of a 5.2-mgd ion exchange system constructed with a CMAR.

» Westside Regional WRF Stage 3 Improvements, RAS/WAS Pumping, and Stage 5 Aeration | Project Engineer | City of Daytona Beach, Florida | Project Cost: \$36.23 million

The Westside Regional WRF was an existing 15-mgd, 5-stage Bardenpho facility with oxidation ditches, surface aspirators for reaeration, a below-grade RAS/WAS pump station, and traveling bridge filters that have reached the end of their useful life. The project included design of upgraded surface aerators, two new RAS/WAS pump stations, new blowers and diffusers for the reaeration system, and new deep bed filters with a peak flow capacity of 45-mgd as well as assisting the City with procurement of a construction manager-at-risk (CMAR).

» David L. Tippin WTF Progressive Design-Build | Project Manager | City of Tampa, Florida | Project Cost: \$115 million

This project included addition of 70-mgd of filtration capacity to the 120-mgd David L Tippin Water Treatment Facility. The project included evaluation of the existing filters with recommendations for rehabilitation or retirement once the new filters are on-line, and design and permitting of the new filters. Ancillary improvements included additions to the pre-filter splitter box, incorporation of the existing backwash pumps, addition of new air scour blowers, and expansion of the waste wash water handling system for the new and existing filters.

FIRM TITLE

Vice President

YEARS EXPERIENCE

18 Years

EDUCATION

PhD/BS University of Central Florida,
Environmental Engineering

ACTIVE REGISTRATION

Professional Engineer, FL No. 75487

PROFESSIONAL ORGANIZATIONS

Florida Section American Water Works Association
Florida Water Environment Association



BENEFITS TO PCU

- Over 18 years of experience providing engineering for water and wastewater plants in Florida.
- Currently serves as the Florida Wastewater Practice Lead.
- The majority of her work has been on municipal water and wastewater facility upgrades and improvement designs for central Florida clients.



Andrew Gilmore, PE

Facility Planning

“I enjoy the engineering “art” that goes into site planning and future phased expansions of a new facility. Looking forward to collaborating with Polk County to realize the vision!”

Experience and Qualifications Relevant to Proposed Project

» Conceptual Improvements to NWRWWTF and SWRWWTF | MBR Design Lead | Polk County Utilities, Florida | Project Cost: \$96,280 (Study)

Andrew was the technical lead on the evaluation of membrane bioreactor (MBR) technology for the SWRWWTF and the NWRWWTF. Faced with filter improvements at both plants and clarifier improvements at the SWRWWTF, the MBR approach was viewed as a valid alternative to conventional solids separation. Capital, operations and maintenance, and life cycle costs were developed for MBRs at both facilities. Although MBR technology was attractive for the SWRWWTF, it was too expensive for the NWRWWTF. The County decided they would be best served by retaining the conventional treatment approach.

» Bee Ridge WRF Expansion and Conversion to AWT | MBR Design Lead | Sarasota County, Florida | Project Cost: \$169.8 million

The facility will be expanded from 12-mgd to 15-mgd AADF and converted to a MBR driven five stage BNR activated sludge process to achieve AWT. This project includes technical guidance and evaluation of the BNR basins, effluent transfer system, reclaimed water storage and pumping systems, chemical facilities, and construction services. Also developed design criteria for anaerobic selectors, anoxic selectors, aeration selectors, stacked tray grit removal, internal recycle, ETPS, HSPS, and chemical feed systems, including sodium hypochlorite, alum, citric acid, ammonia, and Micro-C; design calculations; plans and specifications; cost estimates, and quantity take offs; permitting; and construction submittals, RFIs and change orders.

» Southeast WWTP Improvements and Expansion | Principal-in-Charge | Pasco County, Zephyrhills, Florida | Project Cost: \$112 million

Carollo is providing facility planning, preliminary design, final design, and construction-phase services for the improvements and expansion of the County's 3-mgd WWTP, expanding its capacity to 6-mgd annual average daily flow. The project also includes additional force mains.

» William E. Dunn WRF Filtration Improvements Progressive Design-Build | Technical Advisor | Pinellas County, Florida | Project Cost: \$13 million

Andrew provided review and technical input for the design and construction of the filtration and disinfection improvements at the WRF. This project entails the installation of three new AquaDiamond® cloth media filters in three of the existing traveling bridge filter basins to increase capacity in each basin and to replace aging filter equipment and the removal of a fourth traveling bridge filter equipment fill from the basin. A new bulk liquid sodium hypochlorite system to replace the existing gas chlorine system that feeds chlorine to the CCCs. This system consists of two bulk storage tanks, two loop recirculation pumps to provide the chlorine to the off-site pump station, and seven chemical feed skidded pumps.

» Babcock Ranch Water Reclamation Facility | MBR Design Lead | MSKP Town and County Utility | Project Cost: \$12.8 million (Phase 1)

Carollo was selected to evaluate, design, and provide construction management services for Phase 2 expansion of the water reclamation plant. This phase will increase flow to 0.75-mgd and convert the existing sequencing batch reactor treatment facility to a membrane bioreactor (MBR) system to reuse much of the existing treatment units. The project also includes the design and construction of a new headworks, MBR reactor tank, chlorine contact tanks, reject water storage tank, and sludge holding tanks. Carollo also provided value engineering services during the design phase to reduce the construction cost by \$2 million. This project is currently under construction and being delivered under the design-build delivery method.

FIRM TITLE

Vice President

YEARS EXPERIENCE

28 Years

EDUCATION

MS California Polytechnic State University, Water Engineering

BS State University of New York, Engineering Geology

ACTIVE REGISTRATION

Professional Engineer, FL No. 88154

PROFESSIONAL ORGANIZATIONS

Water Environment Federation

American Membrane Technology Association



BENEFITS TO PCU

- Over 28 years of wastewater treatment design experience including greenfield and retrofit expansion projects.
- Alternative delivery experience with over two dozen projects delivered in this fashion.
- He will leverage his national and Florida experience to deliver the best solutions to fit your needs.
- Brings experience planning and designing over a dozen new “greenfield” wastewater plants.

Key Staff Availability and Location

The most important element in any project is the **people selected to perform the work**. Carollo assigns personnel to a project who possess **specific experience** related to that project and whose **availability** you can count on from the onset of the work through successful completion.

Key Personnel	Availability	Office Location	Home Location
Vic Godlewski Principal-in-Charge/Quality Manager	30%	Orlando, FL	Orlando, FL
Jeremy O'Neal Project Manager - East Regional Water Production Facility/Disinfection/Potable Water Storage/Pumping/Disinfection/Reclaimed Water Storage/Pumping	45%	Orlando, FL	Mims, FL
Sudhan Paranjape Project Manager - East Regional Wastewater Treatment Facility/Preliminary Treatment (Headworks)	40%	Orlando, FL	Oviedo, FL
Erica Stone Facility Planning (Site Evaluation, Site Plan, Influent/Effluent Pumping/Piping, Plant Phasing)/Tertiary Filtration	40%	Orlando, FL	Oviedo, FL
Andrew Gilmore Facility Planning (Site Evaluation, Site Plan, Influent/Effluent Pumping/Piping, Plant Phasing)	40%	Sarasota, FL	Sarasota, FL
Subconsultants			
Mark McNeal Raw Water Wells	50%	Tampa, FL	Tampa, FL
Pete Larkin Hydrogeological Modeling	50%	Tampa, FL	Tampa, FL
Gus Bobes, Jr. HVAC/Plumbing/Fire Protection	30%	Maitland, FL	Maitland, FL
Mark Frederick Site/Civil/Stormwater	40%	Lakeland, FL	Winter Haven, FL
Derick Bryant Yard Piping	70%	Lakeland, FL	Lakeland, FL
Jason Stanley Subsurface Utility Investigation	60%	Tampa, FL	Pasco County, FL
William C. Nelson Electrical	45%	Orlando, FL	Orlando, FL
John Delashaw Geotechnical	30%	Bartow, FL	Bartow, FL
Andre Kniazeff Geotechnical	60%	Bartow, FL	Bartow, FL
Terry Cartwright Environmental	50%	Tampa, FL	Tampa, FL
Susan Durrance Environmental	65%	Bartow, FL	Wauchula, FL
Ken Vanderjagt Project Scheduling	60%	Orlando, FL	Orlando, FL
Stephen Daly Project Cost Estimating	75%	Orlando, FL	Orlando, FL
Greg Prather Topo Survey and Underground Utilities	50%	Lakeland, FL	Lakeland, FL
James Pendley Architecture	50%	Lakeland, FL	Lakeland, FL
Brian Roy Rapid Infiltration Basins (Wet-Weather Disposal)	10%	Longwood, FL	Altamonte Springs, FL

Subconsultant Team Members

Carollo has **bolstered** our project team with local and regional subconsultants, adding **expertise tailored specifically to** this project.



**13329 North Armenia Avenue
Tampa, FL 33613**

Raw Water Wells and Hydrogeological Modeling

ASRus, LLC. was founded in 2006 to provide hydrogeological and reuse related professional services to municipal and industrial clients in Florida. In addition to their six Florida registered professional geologists, ASRus currently has six other full-time technical (geologist) staff to assist with project activities and construction oversight services as needed. ASRus has emphasized production wells and UIC projects along the Gulf Coast of Florida and central Florida including many deep injection wells, ASR systems, and aquifer recharge wells. After 18 years in existence, ASRus has provided services on over 500 projects with nearly 100 municipal, industrial, and private clients throughout peninsular and panhandle Florida.



**Location: 150 Circle Drive
Maitland, FL 32751**

HVAC/Plumbing/Fire Protection

Bobes Associates Consulting Engineers, Inc. is a minority (MWBE) owned and operated engineering firm specializing in the design of HVAC, plumbing, fire protection, power, lighting and life safety systems for new and existing buildings. Established in 1979, the principals of Bobes founded their firm on the commitment to provide clients with engineering services based on the highest professional standards.

The firm specializes in the design of facilities for state and local government agencies with approximately 75% of the firm's overall work being performed for those entities. The firm is currently using REVIT 2024 and AutoCAD 2024. Currently more than half of the projects designed are done in REVIT.

They have designed numerous lift stations, pump stations and water treatment plants, and have also been involved in three major water treatment plants for Orlando Utilities Commission.



**Location: 2525 Drane Field Road, Suite 7
Lakeland, FL 33811**

Site/Civil/Stormwater/Yard Piping

CivilSurv Design Group, Inc. (CivilSurv) is the successor and continuation of several Florida firms that were established in 1980 with project records dating back through five decades. They have provided engineering and land surveying and mapping services as CivilSurv from their headquarters office in Lakeland, Florida since 2010. Their "Tradition of Innovative Engineering" is provided from offices in Lakeland, Port St. Lucie, Vero Beach, and Sebring. Their clientele includes city and county governments, state agencies, utility companies, commercial and industrial firms, architects, and contractors. CivilSurv is a Water Management District and City of St. Petersburg Certified Small Business Enterprise. Their specific services include stormwater engineering and planning; water and wastewater engineering and planning; civil/site engineering; transportation engineering; construction services; regional/site, urban and policy planning; surveying and mapping; and subsurface utility engineering for both designates and verified vertical and horizontal (aka VVH or vacuum excavation) locates.



Legend

- P Polk County Firm
- W WBE
- M MBE



**Location: : 4803 George Rd., Suite 350
Tampa, Florida 33634**

Subsurface Utility Investigation

ECHO UES, Inc. (ECHO) is a small business founded by a group of partners with civil engineering, surveying, construction, and utility/GIS background, who believe in providing high quality and reliable utility and survey data to design better, build faster, and safely enhance engineering, design, construction and maintenance of infrastructure. ECHO currently has three offices in the state of Florida located in Tampa, Orlando, and Gainesville.

ECHO was founded in 2017 to provide subsurface utility engineering and survey and mapping professional services throughout Florida for a variety of projects, assisting clients to improve performance throughout the entire project cycle, from design to construction and maintenance of infrastructure. In 2021, ECHO also began offering utility coordination services to firms throughout the state to fully round out their service offerings.

Field work is performed with the use of highly specialized technology and equipment, to include surface geophysical equipment, pipe and cable locators, ground penetrating radar, vacuum excavation units, total stations, GPS and laser scanners. The field data once collected is reviewed and processed, and the final deliverables consist of 3D digital representations of the site conditions above and below ground.



**Location: 6965 Piazza Grande Avenue,
Suite 311, Orlando, FL 33811**

Electrical

Electrical Design Associates, Inc. (EDA) staff's electrical experience includes electrical and instrumentation system designs for industrial plants, specifically Water and WWTFs located throughout the state of Florida. Their electrical distribution systems experience covers the full range up to 13kvolt distribution systems as well as standby generator systems. Their instrumentation systems design experience includes SCADA and PC based systems, as well as numerous traditional plant monitoring and control panel designs. Their design experience encompasses computer/PLC controlled systems utilizing SCADA based systems for interfacing to remote locations, as well as hard-wired relay controlled custom solutions.

They take pride in the fact that while they are a small sized firm, they utilize state-of-the-art computerization to accomplish their design projects and project management. The use of CADD systems provides them with enhanced production quality, lower operating costs and closer engineer participation thereby ensuring a higher quality product for the owner. To reinforce their emphasis on quality in all their designs the company uses an internal quality assurance/ quality control system and interfaces with designers from complimentary disciplines to review standards and specifications for specific project needs.

EDA is staffed to provide electrical and instrumentation engineering services from inception through design, bid and construction completion.



Legend

- P Polk County Firm
- W WBE
- M MBE



**Location: 2030 State Road 60 East
Bartow, FL 33830**

Geotechnical

Madrid Engineering Group, Inc., d/b/a/ Madrid CPWG

CPWG is firmly entrenched in Polk County, having completed literally thousands of projects within the County limits and in its towns and cities. Madrid CPWG is an award-winning local company that currently holds a continuing services engineering contract with Polk County and has worked on numerous infrastructure projects directly for Polk County, including the Facilities, Transportation and Drainage, Parks and Natural Resources Divisions and even directly for the County Manager. From start to finish, Madrid CPWG has both strength and experience in providing design, permitting, public involvement and on through construction monitoring/CEI and project closeout. Their environmental permitting experience is extensive, including local, regional (SWFWMD), statewide (FDEP), and national (USACOE wetland permitting, and current contract with the US Department of Justice and the EPA).

Madrid CPWG's geotechnical and CMT laboratories and tests performed are certified under AASHTO R18 and accredited by the Construction Materials Engineering Council (CMEC). They perform a full suite of strength, compressibility, permeability, and index tests for a wide variety of materials including soil, aggregate, rock, concrete and asphalt. Field testing capabilities include field density testing by nuclear, drive sleeve and sand cone method, in-place moisture content, concrete slump, air content and temperature. With their equipment, manpower and experience, they can respond to emergency and planned projects and have experience coordinating with many agencies.



**Location: 215 East Main Street
Bartow, FL 33830**

Environmental/Wetlands Delineation/Mitigation

Patel, Greene & Associates, LLC (PGA)

was founded in 2011 and is a leader in innovative roadway, drainage, structures, and traffic engineering, as well as environmental, planning, landscape architecture, and construction services. They take great pride in providing their clients with the most cost-effective, practical, and performance-based engineering solutions that fit the needs and the budget of the project.

Located in the heart of downtown Bartow, PGA staff have significant experience with projects throughout Polk County and within its encompassing municipalities. Many of their staff members are lifelong Polk County residents, giving PGA a vested interest in the success of projects in the area.

PGA's environmental staff have extensive experience with local, state, and federal permitting, including Section 404 permits from the USACE, Bridge Permits from the USCG, Environmental Resource Permits from the WMDs, and Sovereign Submerged Lands Authorizations and NPDES Discharge Permits from the FDEP. For projects that require permitting, they can review applications, review construction plans for wetland impact details, and review proposed scopes of work/cost estimates for completeness.



Legend

- P Polk County Firm
- W WBE
- M MBE



**Location: 3710 Airport Commerce Drive, Suite 10
Lakeland, FL 33811**

Topo Survey and Underground Utilities

Pickett and Associates, LLC offers a team of highly experienced and diversified professionals that focus on providing personal service and attention to detail in every aspect of our work. Their professionals provide surveying, aerial mapping, and LiDAR services to public entities, electric utilities, environmental consultants, construction companies, telecommunications companies, and power and telecommunication consultants. They underpin these integrated service offerings with project management and quality. This exclusive combination of surveying, mapping, and LiDAR services provides efficient opportunities for their clients.

Pickett’s professional surveyors and mappers have over a century of collective experience and are supported by strong technical and office personnel. Field crews, experienced in the latest techniques and survey measuring and communication technologies, deliver thorough, and complete field surveys that translate smoothly into the final map product.

P



PMA Consultants

**Location: 7380 West Sand Lake Road, Suite 500
Orlando, FL 32819**

Scheduling/Cost Estimating

PMA Consultants Founded in 1971, PMA Consultants is a private limited liability company with its corporate office in Detroit, Michigan, and 24 offices across the country and in Orlando, FL. For the past 53 years, PMA has provided the water and wastewater industries with the experience, commitment, and proven results to ensure successful project completion. PMA is proud to be consistently ranked in the Top 50 program management firms by Engineering News-Record since 2000. With offices in Orlando and 24 others across the United States and Canada, PMA is recognized as one of the nation’s foremost planning and scheduling experts and an industry innovator. They have patented and trademarked numerous scheduling innovations that our staff use to improve the probability of timely and successful project completion.

M

WORKED WITH OUR TEAM



**Location: 58 Lake Morton Drive
Lakeland, FL 33801**

Architectural

The Lunz Group is a client-oriented, Florida based, award-winning architectural firm. At The Lunz Group, they approach every design as a collaborative experience where they listen to your vision and project goals. Their team of architects, designers and planners are in sync with the evolving demands of a modern civic work environment where municipalities want to develop state-of-the-art facilities while still meeting budgetary requirements.

Their team has experience dealing with a multitude of public and civic projects, from utilities and solid waste facilities, to administrative offices, water treatment plants, and more. Their designers are experienced with nearly every project type including interior/exterior renovations, code compliance, new construction, building assessments, studies, visualizations, and rehabilitation needs that enhance the quality of life for the community. The Lunz Group and Carollo Engineers have teamed on multiple projects to include West Polk WPF, the Polk Regional Water Cooperative SE WPF, and Polk Regional Water Cooperative facilities for multiple phases with Polk County, and have an in-depth knowledge and experience with local construction and regulatory conditions in this field. Together, our team has completed multiple projects for Polk County.

P

WORKED WITH OUR TEAM

Legend

P

Polk County Firm

W

WBE

M

MBE



Royal Consulting Services, Inc.

**Location: 7380 West Sand Lake Road, Suite 500
Orlando, FL 32819**

Rapid Infiltration Basins (Wet-Weather Disposal)

Royal Consulting Services, Inc. (RCS) is a full-service consulting, engineering, and construction management firm dedicated to helping public and private clients improve infrastructure and environmental conditions. With a hands-on approach, their professionals are involved in every step of a project—from conceptualization and permitting to design, cost estimating, construction management, operation, and site certification—ensuring personalized service and vested interest in client success.

With over 23 years of experience addressing water supply challenges across Florida, RCS possesses intimate knowledge of the state’s unique hydrologic and hydraulic systems, as well as a deep understanding of the permitting and regulatory requirements at local, regional, state, and national levels. Since 2002, RCS has partnered with Toho Water Authority (TWA) on numerous projects involving the design, evaluation, and permitting of rapid infiltration basins (RIBs), groundwater flow modeling, and effluent disposal systems. These efforts have included groundbreaking work, such as securing a first-of-its-kind permit from the Florida Department of Environmental Protection (FDEP) to increase RIB loading capacities above the traditional 5.6 gpd/sq ft regulatory limitation. This experience showcases RCS’s ability to deliver quality results while navigating complex regulatory landscapes.

RCS’s expertise aligns seamlessly with the needs of Polk County Utilities in their development of new WWTF and WPF for the East Service Area. RCS is prepared to provide essential services such as groundwater modeling, RIB system design, and support in site selection and planning. RCS’ extensive experience in working with regional utilities and tackling intricate regulatory requirements ensures that our professionals can deliver solutions that not only meet but exceed Polk County’s goals and expectations.

Legend



Polk County Firm



WBE



MBE



Mark McNeal, PG

Raw Water Wells



Experience and Qualifications Relevant to Proposed Project

» Central Water Production Facility | Senior Hydrogeologist | Polk County, Florida

Mark was part of a team responsible for designing, permitting, and constructing two Upper Floridan aquifer (UFA) and one Lower Floridan aquifer (LFA) water supply wells for Polk County Utilities. He came up with and helped to implement an innovative design that resulted in a dual-use LFA and UFA supply well that is capable of 2-mgd of freshwater supply from the UFA and approximately 1-mgd of brackish water supply from the LFA. The project also investigated the entire LFA for concentrate disposal opportunities.

» Grossenbacher Water Treatment Plant | Senior Hydrogeologist | City of Apopka, Florida

Mark is part of a team that is converting an UFA water supply well to a LFA supply well as a condition of the City's Consumptive Use Permit (CUP). Replacement well No. 1 is designed to be completed to a depth of 1,400 feet below land surface (bls). He provides senior hydrogeological oversight.

» Mt. Plymouth Water Treatment Plant | Senior Hydrogeologist | City of Apopka, Florida

Mark is part of the Reiss Engineering team that converted an UFA water supply well to a LFA supply well for the Mt. Plymouth Lakes Well No. 1 replacement. He provides senior hydrogeological oversight of this work.

» Tavistock Water Treatment Plant | Senior Hydrogeologist | Orlando, Florida

Mark served as senior hydrogeologist for siting, designing, and construction oversight of a 600-foot UFA water supply well at the planned Water Treatment Plant. ASRus is a subconsultant on this project to Reiss Engineering.

» Southwest Wellfield | Senior Hydrogeologist | Polk Regional Water Cooperative, Florida

Mark is providing senior hydrogeological services for the PRWC Southeast Wellfield in Polk County.

» Imperial Lakes No. 3 | Senior Hydrogeologist | Polk County, Florida

Mark was part of a team that designed, permitted, and oversaw construction of a new water supply well at the Imperial Lakes Water Treatment Plant.

» Pone De Leon Water Treatment Plant | Senior Hydrogeologist | JEA, Jacksonville, Florida

Mark was part of a team responsible for siting, designing, and overseeing construction of a water supply replacement well at the Ponce De Leon Water Treatment Plant. Three options were evaluated as part of the siting analysis. He provided assistance during the well construction process.

» Reclaimed Water ASP | Senior Hydrogeologist | Polk County, Florida

Mark assisted the County with demonstrating feasibility of reclaimed water ASR at the County's Northwest WWTP. Due to the extended depth of fresh water at this site, the ASR system was designed to utilize the lower Floridan aquifer (LFA) to a depth of 2,944 ft. The ASR well began cycle testing in 2014 and, due to its success, received an operation permit in 2018.

FIRM TITLE

CEO

YEARS EXPERIENCE

39 Years

EDUCATION

BS Brigham Young University,
Geological Engineering

ACTIVE REGISTRATION

Professional Geologist, FL No. 1231

PROFESSIONAL ORGANIZATIONS

N/A



Pete Larkin, PG
Hydrogeological Modeling



Experience and Qualifications Relevant to Proposed Project

» Upper and Lower Floridan Aquifer Water Supply Wells I Hydrogeologist I Polk County, Florida

Mark was part of a team responsible for designing, permitting, and constructing two Upper Floridan aquifer (UFA) and one Lower Floridan aquifer (LFA) water supply wells for Polk County Utilities. He came up with and helped to implement an innovative design that resulted in a dual-use LFA and UFA supply well that is capable of 2-mgd of freshwater supply from the UFA and approximately 1-mgd of brackish water supply from the LFA. The project also investigated the entire LFA for concentrate disposal opportunities.

» SWFWMD Lower Floridan Aquifer Investigation I Project Manager/Hydrogeologist I Polk County, Florida

Pete was part of a team that assisted the SWRWMD with the design and construction oversight of a Lower Floridan aquifer (LFA) test well in southeast Polk County. He served as the Project Manager for the initial phase of this regionally important water supply investigation and continued throughout the project providing senior technical oversight.

» Reclaimed Water ASR I Hydrogeologist I Polk County, Florida

Pete assisted with the construction oversight of the reclaimed water ASR well at the County's Northwest WWTP. The ASR system was designed to utilize the lower Floridan aquifer (LFA) to a depth of 2,944 ft.

» Peace River Manasota Regional Water Supply Authority ASR System I Project Manager/Hydrogeologist I Lakewood Ranch, Florida

Pete has been actively involved with the Peace River ASR System since 2003. Since 2009 he has been Project Manager for the hydrogeologic services contract providing regulatory support to their ASR program, recently assisting with obtaining an operation permit for the 21-well potable water ASR system, the largest ASR system in the eastern US. He is currently the Project Manager on the development of Class I injection well for RO concentrate disposal at the Peace River Facility.

» UIC Program I Project Manager/Hydrogeologist I Manatee County, Florida

Pete served as project manager for the County's injection-well-related projects including MITs, well rehabilitations, and permitting of a Class I municipal well and design and permitting of a Class V AR well while at CH2M. Now with ASRus, he continues as Sr. Hydrogeologist, overseeing the Class V AR well construction that is permitted to recharge up to 15 MGD of reuse water in the Avon Park high-permeability zone of the UFA. He is also the Sr. Hydrogeologist for the construction of an LFA Class V municipal injection well and an LFA Class I industrial municipal/RO concentrate disposal well to 3,500 feet, recently constructed at the County's North Regional WRF. He was responsible for much of the work on these projects including permitting, design, and managing all construction oversight. He is was the Project Manager for the Class I injection well at Piney Point and continues to support the County with operation and reporting for this system.

» ASR and Aquifer Recharge I Senior Hydrogeologist I City of Bradenton, Florida

Pete serves as the senior hydrogeologist to expand the City's ASR program by up to three additional ASR wells and up to 6 MGD of additional capacity. He has been responsible for preparing the permit application, technical specifications, and overseeing construction activities of the first of three ASR wells at this site. He led the permitting effort and technical specification for an aquifer recharge well into the UFA that will allow the City to reduce or eliminate its reclaimed water discharges into the Manatee River.

FIRM TITLE

Vice President

YEARS EXPERIENCE

25 Years

EDUCATION

BA University of South Florida,
Natural Science

ACTIVE REGISTRATION

Professional Geologist, FL No. 2793

PROFESSIONAL ORGANIZATIONS

N/A



Gus Bobes, PE, MAT
HVAC/Plumbing/Fire Protection



Experience and Qualifications Relevant to Proposed Project

Mr. Bobes brings to the team excellent credentials and over 38 years of experience in the project management and design of plumbing and HVAC systems for municipal, educational, and institutional projects. He bears a proven record of service to the client, innovatively designed, on time, and within budget. He has been particularly effective in assuring an effective, problem-free interface between prime and subconsulting professionals on other similar teams formed to service mid-to large-scale projects of various specific as well as mixed use types.

Experience includes the following projects serving as project principal.

- » **FDOT Design-Build Value Added Foundation Design, Sawgrass Expressway (SR 869) over Atlantic Boulevard | Geotechnical Principal | Jacksonville, Florida**
- » **New Chiller for Existing Multi-Story Office Building: HVAC Design | Orange County Utilities, Orange County, Florida**
- » **South WRF (SWRF), Campus-wide Fire Alarm Replacement- 6 Buildings: Electrical System Design | Orange County Utilities, Orlando, Florida**
- » **OCU Pump Station Package 19: Electrical Design of Lift Station Replacement at 5 Pump Stations | Orange County Utilities, Orange County, Florida**
- » **OCU Pump Station Package 16: Electrical Design of Lift Station Replacement at 5 Pump Stations - Orange County Utilities, Orange County, Florida - 2017**
- » **OCU Pump Station Package 14: Electrical Design of Lift Station Replacement at 3 Pump Stations | Orange County Utilities, Orange County, Florida**
- » **Dubsdread Wastewater Lift Station, Electrical Design | City of Orlando, Florida**
- » **CR. 535 Water Supply Facility, New Operations Building: HVAC, Plumbing + Fire Protection Design | Orange County Utilities, Orlando, Florida**
- » **Eastern WRF (EWRf) New MCC/Emergency Generator Building: HVAC Design | Orange County Utilities, Orlando, Florida**
- » **South WRF (SWRF) Generator Bi-Fuel System: Fuel System Design | Orange County Utilities, Orlando, Florida**
- » **South WRF (SWRF): HVAC + Plumbing Design | Orange County Utilities, Orange County, Florida**
- » **Beverly Shores Pump Station: Electrical Design | City of Orlando, Orlando, Florida**
- » **OUC Southeast Water Treatment Plant, Ozone Generation System: HVAC, Plumbing + Fire Protection Design | Orlando Utilities Commission, Orlando, Florida**
- » **OUC Lake Highland Water Treatment Plant, Ozone Generation System, HVAC, Plumbing + Fire Protection Design | Orlando Utilities Commission, Orlando, Florida**
- » **OUC Kirkman Water Treatment Plant, Ozone Generation System, HVAC, Plumbing + Fire Protection Design | Orlando Utilities Commission, Orlando, Florida**

FIRM TITLE

President, Project Principal

YEARS EXPERIENCE

38 Years

EDUCATION

BS University of Central Florida,
 Mechanical Engineering

ACTIVE REGISTRATION

Professional Engineer, FL No. 39410

PROFESSIONAL ORGANIZATIONS

American Society of Plumbing Engineers
 American Society of Heating, Refrigeration and Air
 Conditioning Engineers
 National Fire Protection Association
 Florida Institute of Consulting Engineers



Mark Frederick, PE, ENV SP, CFM, PMP
Site/Civil/Stormwater



Experience and Qualifications Relevant to Proposed Project

» Parking Lot 5 | Project Manager/Engineer of Record | Florida Polytechnical University, Lakeland, Florida

This project involved the design of a parking lot with over 160 parking spaces to serve a new residence hall on campus. CivilSurv coordinated with the construction manager at risk during the design phase of the project to keep the project team informed. The design and construction phases were fast-tracked to ensure completion by the start of the Fall 2024 semester. Scope included topographic survey, site civil engineering design, lighting design, and permitting.

» Estates at Carpenters Site Improvements | QA/QC Reviewer | Carpenter's Home Estates, Inc., Lakeland, Florida

This project involves drainage improvements within the existing ±35-acre Continuing Care Retirement Community. The improvements were focused on nuisance flooding areas near the front of Buildings F and K. Site modifications and improvements and were coordinated with a planned addition to the buildings, including a new chapel for the campus. CivilSurv's scope of services for this project included topographic survey, engineering design, permitting, and construction administration.

» Site Development Plan Reviews | Project Manager | City of Frostproof, Frostproof, Florida

Functioned as the City Engineer in the review of site development application packages submitted by various private developers. Reviews included preliminary plats, construction plans, and final plats for residential subdivisions as well as preliminary site plans, construction plans, and final site plans for commercial developments. Applications reviewed based on City ordinances, construction standards and specifications, and industry standards. Services included review of engineering aspects including stormwater management systems and water utilities.

» Water Treatment Plant #4 Improvements | QA/QC Reviewer | City of Frostproof, Frostproof, Florida

Preliminary design of improvements to the City's WTP #4. Considered improvements included a new well and pump, addition of high service pumps and associated valves, new chlorination building and control room, demolition of obsolete equipment and structures, and miscellaneous site improvements. CivilSurv's scope of services included topographic survey and preliminary design.

» Site Development Plan Reviews | Project Manager | Polk County, Florida

Functioned as the City Engineer to review site development application packages submitted by private developers. Applications reviewed based on City ordinances, City construction standards and specifications, and industry standards. Services included review of engineering aspects including stormwater management systems and water utilities.

» Heartland Training Complex | Project Manager/Engineer of Record | Highlands County BOCC, Sebring, Florida

Provided a due diligence assessment of an approximate 35-acre site near the Sebring Airport. The County plans to redevelop the site to provide multi-functional training facilities and other public services. CivilSurv prepared an updated conceptual site plan, considering the various site constraints, and an Engineer's Opinion of Probable Construction Costs. The conceptual site plan includes a fire rescue station; an aircraft rescue and firefighting (arff) facility; sheriff's office training center campus; and animal services facility.

FIRM TITLE

Vice President of Civil Engineering

YEARS EXPERIENCE

20 Years

EDUCATION

MS University of Florida, Civil Engineering

BS Purdue University of Central Florida, Civil Engineering

ACTIVE REGISTRATION

Professional Engineer, FL No. 70671

PROFESSIONAL ORGANIZATIONS

Florida Engineering Society

American Society of Civil Engineers



Derik Bryant, PE
Yard Piping



Experience and Qualifications Relevant to Proposed Project

» Morgan Combee Road Force Main Extension | Senior Engineer | Polk County Public Schools, Lakeland, Florida

This project involves the design of a wastewater pump station and nearly 1-mile of sanitary force main. The wastewater pump station was designed to facilitate the abandonment of an aging wastewater treatment facility on the Combee Elementary School campus. CivilSurv's scope of services for this project include topographic survey, subsurface utility engineering, engineering design, permitting, and construction administration. Responsibilities include engineering design, construction plan production, and permitting support.

» Parking Lot 5 | Senior Engineer | Florida Polytechnic University, Lakeland, Florida

This project involved the design of a parking lot with over 160 parking spaces to serve a new residence hall on campus. CivilSurv coordinated with the construction manager at risk during the design phase of the project to keep the project team informed. The design and construction phases were fast-tracked to ensure project completion by the start of the Fall 2024 semester. CivilSurv's scope of services for this project included topographic survey, site civil engineering design, lighting design, and permitting.

» Estates at Carpenters Site Improvements | Senior Engineer | Carpenter's Home Estates, Inc., Lakeland, Florida

This project involves drainage improvements within the existing ±35-acre Continuing Care Retirement Community. The drainage improvements were focused on nuisance flooding areas near the front of Buildings F and K. Site modifications and improvements and were coordinated with a planned addition to the buildings, including a new Chapel for the campus. CivilSurv's scope of services for this project include topographic survey, engineering design, permitting, and construction administration. Responsibilities include design and layout of stormwater inlets / pipes to connect to the existing drainage system to improve current conditions.

» Philip O'Brien Elementary School Parking Lot Addition | Senior Engineer Polk County Public Schools, Lakeland, Florida

Designed the parking lot expansion to provide nearly 36 new parking spaces. These new parking spaces were added in 3 separate locations on the school's 12.8-acre campus. The SWFWMD permit for the site's existing 3 stormwater management areas was modified to account for the increased impervious area. Responsibilities included construction plan preparation, drainage calculations, and permitting coordination.

» Heartland Training Complex | Senior Engineer | Highlands County BOCC, Sebring, Florida

This project involved a due diligence assessment of an approximate 35-acre site near the Sebring Airport. The County plans to redevelop the site to provide multi-functional training facilities and other public services. As part of the due diligence assessment, CivilSurv prepared an updated conceptual site plan, considering the various site constraints, and an Engineer's Opinion of Probable Construction Costs. The conceptual site plan includes a Fire Rescue Station; an Aircraft Rescue and Fire Fighting (ARFF) facility; Sheriff's Office Training Center Campus; and Animal Services Facility.

» Water Treatment Plant #4 Improvements | Senior Engineer | City of Frostproof, Frostproof, Florida

This project involved preliminary design of improvements to the City's WTP #4. Considered improvements included a new well and pump, addition of high service pumps and associated valves, new chlorination building and control room, demolition of obsolete equipment and structures, and miscellaneous site improvements. CivilSurv's scope of services included topographic survey and preliminary design.

FIRM TITLE

Senior Design Engineer

YEARS EXPERIENCE

20 Years

EDUCATION

BS University of South Florida, Civil Engineering

ACTIVE REGISTRATION

Professional Engineer, FL No. 67369

PROFESSIONAL ORGANIZATIONS

American Society of Civil Engineers



Jason Stanley

Subsurface Utility Investigation



Experience and Qualifications Relevant to Proposed Project

» Northeast Regional Wastewater Treatment Facility Expansion Project | SUE Lead | Polk County, Florida

This project consists of design services for the expansion of the Northeast Regional WWTF. ECHO's professional services were requested to provide subsurface utility engineering and topographic survey services.

» Wetland Monitoring Surveys at Various Locations | Survey Support | Polk County, Florida

This project consisted of wetland monitoring services and associated studies at seven different locations in Polk County. ECHO's professional services were requested to provide field survey information in support of the monitoring and studies.

» Northeast Regional Wastewater Treatment Facility Clarifier Addition | SUE Lead | Polk County, Florida

This project consisted of design service for the installation of a new clarifier and other site improvements at the existing NERWW Treatment Facility in Davenport. ECHO's services included providing subsurface utility engineering and topographic survey services.

» NE2 & NW Generators Site Improvements | SUE Lead | Polk County, Florida

This project, where ECHO provided subsurface utility engineering and topographic survey services, resulted in designating and locating the position of underground utilities located at the project generator sites defined within the project scope.

» Lake Victoria Outfall Drainage Improvements | SUE Lead | Polk County, Florida

This project is part of a drainage improvement continuing service contract for the county and consists of conducting a watershed evaluation of the Lake Victoria area and evaluating alternatives for updating the existing drainage system for the neighborhood. At the conclusion of the evaluation, the project will also require necessary design, engineering, and post-design services. ECHO provides survey and subsurface utility engineering services for this project.

» New Sanitary Force Main and Lift Station at North Park Road and Sam Allen Road | SUE Lead | Plant City, Florida

This project consisted of engineering design services for a new sanitary pressure pipeline and associated improvements at the intersection of North Park Road and Sam Allen Road in Plant City, FL. ECHO's professional services were requested to provide limited utility investigative services including performing utility vacuum excavation to confirm the location and depth of certain utilities.

FIRM TITLE

Vice President

YEARS EXPERIENCE

24 Years

EDUCATION

AS ITT Technical Institute, Design Technology

ACTIVE REGISTRATION

Qualified Stormwater Management Inspector
Florida Department of Environmental Protection:
Stormwater, Erosion and Sedimentation Control
Program – Inspector License #435

PROFESSIONAL ORGANIZATIONS

N/A



William C. Nelson, PE
Electrical



Experience and Qualifications Relevant to Proposed Project

Mr. Nelson is an experienced electrical engineer qualified in the design of environmental facilities. He provides preliminary and final design of electrical distribution systems, including single line diagrams, power plans, lighting plans, and control systems. The environmental facilities include water treatment plants, WWTPs, pump stations (booster, submersible, etc.), and solid waste facilities. His capabilities include detailed plans and specifications for contract documents, as well as conceptual design, construction administration, and technical review.

Experience includes the following projects serving as project manager.

- » **Sunbridge Potable Water, Wastewater & Reclaimed Water Treatment | Osceola County, FL**
- » **South Cross Bayou WRF - Biosolids Dewatering Facility Enhancements | Pinellas County, FL**
- » **Design-Build of River Oaks Diversion Project | Hillsborough County, FL**
- » **Conserv I WRF Clarifier Improvements | Orlando, FL**
- » **South Bermuda WRF Upgrades & Expansion Project | Toho Water Authority, FL**
- » **International Drive Potable Water Pump Station | Orange County, FL**

FIRM TITLE

Vice President

YEARS EXPERIENCE

40 Years

EDUCATION

BS University of Kentucky,

Electrical Engineering

BS University of Kentucky, Physics

ACTIVE REGISTRATION

Professional Engineer, FL No. 42017

PROFESSIONAL ORGANIZATIONS

National Society of Prof Engineers

Florida Engineering Society

Institute of Electrical and Electronic Engineers

NFPA Voting Member for Standards



Andre Kniazeff, PE

Geotechnical



Experience and Qualifications Relevant to Proposed Project

» Fort Meade Residential Development Geotechnical Investigation | Senior Geotechnical Engineer | Polk County, Florida

This project included the geotechnical investigation, design, and shallow and deep foundation recommendations for a new residential development in Polk County, Florida.

» Roads Pavement Evaluation | Senior Geotechnical Engineer | Polk County, Florida

This project included to perform pavement corings and field evaluation followed by condition assessment and remedial recommendations for several roadway alignments in Polk County, FL.

» C.R. 557 Widening | Senior Geotechnical Engineer | Polk County, Florida

This project included roadway soil survey, field exploration, and flexible pavement design for new roadway alignments. Also included foundation recommendations for culverts, major signals and signs.

» North Hollandtown Road Bridge Replacement | Senior Geotechnical Engineer | Wauchula, Florida

The project included the installation of a single span precast concrete bridge structure. Our field exploration included two standard penetration test (SPT) borings, each drilled to a depth of approximately 80 feet below existing grade (BEG) along the proposed bridge alignment.

» Old Bartow Road Sinkhole Investigation | Senior Geotechnical Engineer | Polk County, Florida

The primary objective of this investigation was to evaluate subsurface conditions in the area of the depression and to provide remedial recommendations to stabilize this feature.

» Double Barrel Box Culvert | Senior Geotechnical Engineer | Bay County, Florida

This project included the geotechnical investigation, design and recommendations for a new double barrel box culvert in Bay County, Florida. The culvert structure consisted of a reinforced concrete structure founded on a shallow foundation.

» C.R. 286 Existing Pavement Condition Survey | Senior Geotechnical Engineer | Jackson County, Florida

This project was to perform pavement corings and field evaluation followed by condition assessment and remedial recommendations for the existing roadway alignment in Jackson County, Florida.

FIRM TITLE

Senior Engineer 1

YEARS EXPERIENCE

13 Years

EDUCATION

BS University of Central Florida, Civil Engineering

ACTIVE REGISTRATION

Professional Engineer, FL No. 81315

PROFESSIONAL ORGANIZATIONS

N/A



John Delashaw, PE, MAT
Geotechnical



Experience and Qualifications Relevant to Proposed Project

» FDOT Design-Build Value Added Foundation Design, Sawgrass Expressway (SR 869) over Atlantic Boulevard | Geotechnical Principal | Jacksonville, Florida

Madrid was requested to step in as Geotechnical EOR to an existing project and provide geotechnical foundation design services for a proposed alternate bridge configuration.

» I-4/SR 557 | Geotechnical Principal | Polk County, Florida

Madrid was responsible for the geotechnical exploration program, reviewing of the subsurface investigation, laboratory-testing program, engineering analysis and report preparation for roadway soil survey. Providing technical support services for an Engineering Analysis Report (EAR) which is ongoing.

» FDOT Design-Build Interchange at MLK and I-75 | Geotechnical Principal | Brandon, Florida

Madrid serves as the Geotechnical EOR for the new interchange with multiple bridges, high MSE walls, and various signs, signals and other structures. The design includes wick drains and surcharging for the approaches at one bridge and innovative ground improvement solution to support a high MSE wall near a buried gas line.

» FDOT Roadway Projects | Geotechnical Engineer | Florida

These projects include roadway soil survey, field exploration, and flexible pavement design for several new construction, widening and rehabilitation projects. Also included are foundation recommendations for major signals and signs.

» Pavement Condition Surveys | Geotechnical Engineer | Hillsborough, Polk, and Pinellas County, Florida

These projects include performing pavement corings and field evaluation followed by condition assessment and remedial recommendations for private development and County roadways in Hillsborough, Polk, and Pinellas Counties.

» Various Engineering Analysis Reports (EARs) for FDOT Projects | Geotechnical Engineer-of-Record | District 1 and District 3, Florida

Madrid served as a third party independent evaluator and prepared multiple TPAA (Testing Plan and Analysis Approach) documents for various geotechnical issues on SR 739/US 41 Business in Lee County Florida and also for SR 10.

FIRM TITLE

Principal, Geotechnical Engineer

YEARS EXPERIENCE

34 Years

EDUCATION

BS San Diego University, Civil Engineering

ACTIVE REGISTRATION

Professional Engineer, FL No. 48154

PROFESSIONAL ORGANIZATIONS

N/A



Terry Cartwright

Environmental/Wetlands Delineation/Mitigation



Experience and Qualifications Relevant to Proposed Project

» West Pipkin Road Widening From Medulla Road to SR 37 | Roadway Engineer | Polk County Board of Commissioners, Florida

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.

» Wildwood Subdivision Drainage Improvements | Environmental Scientist | Polk County Board of Commissioners, Lakeland, Florida

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 Drive. 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 Drive

» SR 572 at Don Emerson Drive Roundabout | Environmental Scientist | City of Lakeland, Florida

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. Tasks included wetland delineation, and potential effects to threatened and endangered species.

» Continuing Services, Resurfacing Design | Environmental Lead | FDOT District One, Florida

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. Terry is leading the environmental efforts on task work orders assigned through this contract.

» SR 29 from CR 846 East to North of New Market Road | Environmental Scientist | FDOT District One, Collier County, Florida

This project involves the design of a new, 3.35 mile four-lane bypass road for the City of Immokalee to improve mobility and connectivity within the regional transportation network. Terry is leading the environmental assessments and permitting of the project.

FIRM TITLE

Chief Scientist

YEARS EXPERIENCE

27 Years

EDUCATION

BS University of Florida, Forest Resources and Conservation

ACTIVE REGISTRATION

N/A

PROFESSIONAL ORGANIZATIONS

N/A



Susan Durrance

Environmental/Wetlands Delineation/Mitigation



Experience and Qualifications Relevant to Proposed Project

» West Pipkin Road Widening From Medulla Road to SR 37 | Roadway Engineer | Polk County Board of Commissioners, Florida

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.

» Wildwood Subdivision Drainage Improvements | Environmental Scientist | Polk County Board of Commissioners, Lakeland, Florida

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 Drive. 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 Drive

» SR 572 at Don Emerson Drive Roundabout | Environmental Scientist | City of Lakeland, Florida

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. Tasks included wetland delineation, and potential effects to threatened and endangered species.

» Welling Park on Lake Easy | Environmental Scientist | Polk County, Florida

Susan was responsible for studying the potential environmental impacts associated with the construction of a park adjacent to Lake Easy in Polk County. Tasks included field reviews to determine the approximate wetland boundaries along the lake, coordination with FDEP’s Sovereignty Submerged Lands Office in Tallahassee, and environmental permitting within the proposed project.

» SR 64 at Greyhawk Boulevard | Environmental Scientist | FDOT District One, Manatee County, Florida

PGA was the prime consultant on this project designing a multi-lane roundabout to improve safety and accessibility along SR 64. The scope included major reconstruction of multiple intersections, drainage improvements, and utility coordination. Susan was responsible for verifying wetland boundaries and assessing potential impacts to threatened and endangered species.

FIRM TITLE

Senior Environmental Scientist

YEARS EXPERIENCE

21 Years

EDUCATION

BS University of South Florida, Environmental Science and Policy

BS University of South Florida, Education

ACTIVE REGISTRATION

N/A

PROFESSIONAL ORGANIZATIONS

N/A



Greg Prather, PSM

Topo Survey and Underground Utilities



Experience and Qualifications Relevant to Proposed Project

» Lake Hancock Level Modification Project | Project Manager/ Surveyor-in-Charge | South Florida Water Management District, Florida

This project included boundary surveys for multiple large acquisition parcels involved Title Policy review and application, Ordinary High-Water Line (OHWL) determination inclusive of topographic data acquisition and legal description preparation.

» Upper Peace River MFL | Project Manager/Surveyor-in-Charge | South Florida Water Management District, Florida

This project included horizontal and vertical control, as-builts, cross sections and bridge detail along Peace River from Bartow to Wauchula.

» C-43 Water Quality Treatment Area | Project Manager/Surveyor-in-Charge | South Florida Water Management District, Florida

This project included level adjustment on set targets to obtain control for photogrammetric mapping, supplement spot elevations in areas of obstructed mapping to create a combined topographic survey.

» Big Bend to Bayside | Project Manager/ Surveyor-in-Charge | TECO Peoples Gas, Florida

This project included 9-mile-long utility corridor project. Services included boundary surveys, easement descriptions, topographic surveys, mean high water line surveys, construction staking to support an underground gas pipeline.

» Duke Energy - PX | Contract Manager/Surveyor-in-Charge | Duke Energy, Florida

This project included the preparation of a real estate base map, description sketches, oversaw field construction staking and coordinated with client and stakeholders for 33 miles of fallen transmission after hurricane Michael.

» New River to Wire Road Cabbage Hill to Morgan Road | Contract Manager/Surveyor-in-Charge | Service Electric, Florida

This project included the overseeing of office and field staking activities for 25 miles of turbidity, road upgrades and transmission structures. Client relations and daily field crew coordination and monitoring.

» North Florida Resiliency Connection | Contract Manager/ Surveyor-in-Charge | Gulf Power, Florida

This project included the coordination of multiple survey crews for construction staking for a new, 176 mile, 161kV Transmission line through seven counties in north Florida. Quality control of all staking activities and communication between the client and multiple contractors for staking needs including easements, clearing, road construction, structures. Reporting of daily field activities and as-built data as requested.

» A2 STA | Contract Manager/Surveyor-in-Charge | Brown and Caldwell, Florida

This project included the survey of project limits for the approximately 7,000 acre A- 2 STA Stormwater Treatment Area and Survey Control Plan for 12 controlling monuments for the A2-STA.

FIRM TITLE

Vice President of Surveying

YEARS EXPERIENCE

42 Years

EDUCATION

Surveying Technology I & II, Maynard A. Travis Technical Center

ACTIVE REGISTRATION

Professional License Surveyor and Mapper, FL No. 5135

PROFESSIONAL ORGANIZATIONS

Florida Surveying & Mapping Society

- District 4 Director: 1993-1995
- District 4 Director: 2016-present
- Ridge Chapter of the FSMS
- Vice President: 1991-1992
- President: 1992-1993



Ken Vanderjagt, PE, PMP, CEP, F-AACE

Project Scheduling



Experience and Qualifications Relevant to Proposed Project

» Pinellas Water Blending Facility | Senior Scheduler | Pinellas County, Florida

Pinellas County envisioned the design and construction of a complex to collect, treat, and distribute water from three distinct sources. The water blending facility mitigated issues responsible for the County's ongoing water quality and treatment challenges. The completed basis of the Design Report included a process design, layout, phased construction plan, cash flow plan, and organization plans for the overall \$82M project. The plan was subject to a peer review and presented to the Board for appropriation. Mr. Vanderjagt managed the plant and pipeline facilities cost estimating portion of the planned construction. The estimate included 3 miles of large diameter (42- to 54-inch) water transmission pipelines.

» Southern Regional Water Supply Facility (SRWSF) | Senior Scheduler | Orange County Utilities (OCU), Orlando, Florida

This project includes adding new facilities at an undeveloped site in southwest Orange County. The duration of design and construction activities will last for 30 months. Mr. VanderJagt prepared construction cost estimates during final design phases at 60% and 90% design completion. During construction, he reviewed schedules submitted by the contractor. Mr. VanderJagt also managed early completion claims and evaluated concurrent delay and contract defenses against these claims.

» Eastern WRF (EWRf), Phases IV & V | Senior Scheduler | Orange County Utilities (OCU), Orlando, Florida

The EWRf is an advanced WWTP with a current average annual daily flow capacity of 19-mgd. Orange County plans to increase the capacity to 24-mgd and then, via an expansion, to approximately 40-mgd to accommodate future wastewater flows. During preliminary and final design, Mr. VanderJagt led the development of cost estimates. During the construction of Phase IV, Mr. VanderJagt reviewed construction schedules submitted by the contractors and worked with them to prepare CPM schedules in P6. During Phase V, he participated in the value engineering workshop to ascertain the county's most pressing needs and inserted them into the design solution.

FIRM TITLE

Senior Scheduler

YEARS EXPERIENCE

47 Years

EDUCATION

BS University of Michigan, Civil Engineering

ACTIVE REGISTRATION

Professional Engineer, FL No. 40009

Certified Estimating Professional (CEP), AACE International 2021

Project Management Professional, Project Management Institute 2008

PROFESSIONAL ORGANIZATIONS

National Society of Professional Engineers

Florida Engineering Society

AACE International

Project Management Institute



Stephen Daly
Project Cost Estimating



Experience and Qualifications Relevant to Proposed Project

» Water/Wastewater CIP 2014 -2022 | Assistant Project Manager/ Cost Estimating | Orange County Utilities (OCU), Orlando, Florida

The Orange County Utilities (OCU) \$800 million capital improvement program (CIP) includes developing long-term plans for solid waste, water/wastewater, and reclaimed water infrastructure improvements within OCU service areas. The program will also include major elements such as planning studies, capital improvement program management, utility management, operational assistance, hydraulic modeling, and other program management services. Projects in this CIP are needed to accommodate growth; expand, modernize, and improve existing facilities; and renew and replace aging facilities. Mr. Daly assists in the firm, fair and reasonable negotiations of all scope changes and monitors compliance with the client's change order process through completion.

» Water/Wastewater CIP 2014 -2022 | Assistant Project Manager/ Cost Estimating | Orange County Utilities (OCU), Orlando, Florida

Orange County Utilities (OCU), Hamlin WRF, Orlando, FL - This new \$110 million, 5.0-mgd facility includes all systems such as a preliminary treatment structure with screening, grit, and odor control; activated sludge treatment train with BNR process and diffused aeration; process air blower system and building; secondary clarifiers and clarifier splitter box; plant pump stations; tertiary filters; chlorine contact tank; chemical feed and storage systems; sludge holding tanks, gravity belt thickener equipment, a 5 million gallon ground storage tank, and a variety of pumps (NRCY, Scum, RAS, WAS, VT Transfer, VT HSP). Also included in this project is 3,600 linear feet of 36-inch diameter off-site force main and an off-site, \$8 million master pump station complete with a CIP concrete wet well, electrical building, and odor control system. Mr. Daly performed the structural cost estimate to help develop an opinion of probable construction cost at the 60% and 100% design phases.

» Southwest WRF, Phase 1 | Assistant Project Manager/Cost Estimating | Orange County Utilities (OCU), Orlando, Florida

Orange County Utilities (OCU) currently owns and operates three regional water reclamation facilities (WRF) that chemically treat the wastewater generated in its collection system. All three treatment facilities produce reclaimed water for public access reuse as regulated by Federal regulations. As part of a previous master plan developed, a fourth new WRF was proposed to be constructed by 2015 to serve a portion of the south-west portions of service area, currently being served by its south WRF. Mr. Daly performed the structural cost estimate to help develop an opinion of probable construction cost at the 60% and 100% design phases.

» Orange County Convention Center | Assistant Project Manager/ Cost Estimating | Orange County Utilities (OCU), Orlando, Florida

The Orange County Convention Center completed an evaluation of the existing chilled water service that includes two chilled water production plants, three distribution and pump station networks, three control centers and approximately 100,000 linear feet of chilled water piping. During the chilled water assessment (primary side and secondary side), Mr. Daly helped prepare an opinion of probable asset value and an opinion of future maintenance cost. The opinion of probable cost for existing equipment (Central and North Energy Plants) was based on the engineer's assessment of existing conditions and opinions on useful life expectancies of the equipment.

FIRM TITLE

Assistant Project Manager

YEARS EXPERIENCE

13 Years

EDUCATION

BS Wentworth Institution of Technology,
Construction Management

ACTIVE REGISTRATION

Massachusetts Unrestricted Construction
Supervisor License, obtained December 2015
OSHA 30, obtained 2008

PROFESSIONAL ORGANIZATIONS

N/A



James “Jimi” Pendley
Architectural



Experience and Qualifications Relevant to Proposed Project

» SWRWTF Southwest Regional Wastewater Treatment Facility | Project Manager | Polk County, Florida

The Lunz Group provided architectural and engineering services to house the administrative, SCADA and operations control room of the waste-water treatment facility. The facility was designed as a Class IV essential building. The facility has emergency generator power available to help serve as an Emergency Operations Center in the event of a natural disaster.

» Utilities and Solid Waste Departments | Project Manager | Plant City, Florida

The Lunz Group provided architectural design and engineering services for a one-story office building for Plant City’s Utilities and Solid Waste Department. The facility provides administrative space, full break-room amenities for the Public works and Solid Waste departments. The facility was designed with wind rated windows, doors and roof structure. The facility was designed to operate as an Emergency Operations Center with full restroom and shower facilities, full kitchen amenities in the event it is needed to serve as an EOC.

Other experience includes the following projects serving as senior project manager.

- » Polk County Utilities Operations | Winter Haven, Florida
- » Plant City Utilities & Solid Waste Facility | Winter Haven, Florida
- » Polk Regional Water Cooperative Water Processing Facility | Polk County, Florida
- » Winter Haven Fire Station No. 3 | Winter Haven, Florida
- » Southwest Regional Wastewater Treatment Facility Operations | Mulberry, Florida
- » Brooksville Public Works Facility | Brooksville, Florida
- » Polk Regional Water Cooperative Southeast Wellfield & Water Facility | Polk County, Florida
- » Tri-county Human Services Upgrades | Lakeland, Florida
- » City of Wildwood Municipal Services Complex | Wildwood, Florida
- » Titusville Transfer Station | Titusville, Florida
- » R + L Carrier Facility | Ocala, Florida
- » Crete Carrier Facility | Lakeland, Florida
- » Treatt USA Corporate Headquarters | Lakeland, Florida
- » Bonnet Springs Park Phase III | Lakeland, Florida
- » Plant City Tennis Center | Plant City, Florida
- » George Jenkins Boys & Girls Club Phase II | Winter Haven, Florida
- » Lakeland Automall Parts Warehouse Build | Lakeland, Florida
- » Sleepy Hill Fire Station | Lakeland, Florida
- » Myakka River State Park | Myakka, Florida

FIRM TITLE

Senior Project Manager

YEARS EXPERIENCE

22 Years

EDUCATION

MA University of South Florida, Architecture

AA Manatee State College

ACTIVE REGISTRATION

N/A

PROFESSIONAL ORGANIZATIONS

N/A



Brian Roy, PE

Rapid Infiltration Basins (Wet-Weather Disposal)



Royal Consulting Services, Inc.

Experience and Qualifications Relevant to Proposed Project

» Imperial RIBS Relocation | Engineer of Record | City of Kissimmee, Florida

Mr. Roy conducted the groundwater flow modeling to evaluate the proposed development of the City's Imperial RIBs site into a golf course. The groundwater modeling provided design alternatives for maximizing effluent disposal capacity while providing for the inclusion two 18-hole golf courses and related facilities. Mr. Roy met with the Greg Norman design team to reshape existing RIBs and fit new ones into the golf course design, while maintaining functionality and ensuring the project was aesthetically pleasing to the developer. Mr. Roy was able to increase the bottom loading area of each individual RIB as well as the overall capacity of the site. The project included the final design, cost analysis, and construction oversight.

» 3A Groundwater Modeling - Kanapaha Water Reclamation Facility | Project Engineer | Gainesville Regional Utilities, Florida

Mr. Roy completed this project as a subconsultant to JE's contract with Gainesville Regional Utilities. This project consisted of the developing a groundwater flow model to be used for the design of RIBs for Gainesville Regional Utilities. Due to the complex geologic framework of this area, which involves the Floridan Aquifer in both confined and unconfined states, an exhaustive review of both regional and site-specific information was analyzed to formulate an accurate conceptual model of groundwater flow. A series of predictive simulations were prepared to provide estimates for the allowable RIB loading as well as the corresponding potential impact to Lake Kanapaha, which was adjacent to the proposed RIB sites.

» Supplemental Water Supply Plan | Quality Assurance/Quality Control | Polk County, Florida

Mr. Roy oversaw this project providing alternative water supply planning support for the City of St. Cloud and Polk County. For the City of St. Cloud project, RCS developed a planning-level groundwater flow model to evaluate the potential supply from a surficial aquifer wellfield in select areas near surface water features (i.e., East Lake Toho). For the Polk County project, RCS developed a reservoir model to determine the potential water supply that could be derived from various locations along the Peace and Alafia Rivers. In addition, RCS conducted an analysis of a potential stormwater capture and reuse system for one lake system.

» Eastern Water Reclamation Facility Pump System Evaluation | Assistant Project Manager | Orange County, Florida

Provided management of the 18-month project to evaluate the wastewater treatment facilities from the homeowner through the treatment facility. Primary focuses of the project were: data collection and evaluation; population and flow projections; transmission system modeling (Cybernet); wastewater treatment facility modeling (GPS-X); and evaluation of alternative solutions to peak flows. Evaluations included modifying pump stations, plant equalization, SCADA systems, and RDI/I determinations.

FIRM TITLE

Water Resource Engineering

YEARS EXPERIENCE

23 Years

EDUCATION

MA Agricultural Engineering

ACTIVE REGISTRATION

Professional Engineer, FL No. 45366

PROFESSIONAL ORGANIZATIONS

N/A

Is the Firm a “Polk County Entity?”

Carollo has been responsively providing water and wastewater engineering services to Polk County since 2014.

While we do not have an office in Polk County, we continue to provide responsive service from our nearby Orlando office. We have included five subconsultants that are located in Polk County as noted below.

CAROLLO ENGINEERS, INC.

FIRM HEADQUARTERS: 2795 Mitchell Drive, Walnut Creek, CA 94598 / Ph: 925-932-1710
RESPONSIBLE OFFICE: 200 E. Robinson Street, Suite 1400, Orlando, FL 32801 / Ph: 407-478-4642 / Office Established: 2008 / 47 Employees



CIVILSURV | SITE/CIVIL/STORMWATER
FIRM HEADQUARTERS: 2525 Drane Field Road, Suite 7, Lakeland, FL 33811 / Ph: 863-646-4771
RESPONSIBLE OFFICE: 2525 Drane Field Road, Suite 7, Lakeland, FL 33811 / Ph: 863-646-4771
OFFICE ESTABLISHED: 2010 / 37 Employees



MADRID CPWG | GEOTECHNICAL
FIRM HEADQUARTERS: 2030 State Road 60 East, Bartow, FL 33830 / Ph: 863-533-9007
RESPONSIBLE OFFICE: 2030 State Road 60 East, Bartow, FL 33830 / Ph: 863-533-9007
OFFICE ESTABLISHED: 1994 / 45 Employees



PATEL, GREEN AND ASSOCIATES (PGA) | ENVIRONMENTAL/WETLANDS DELINEATION/MITIGATION
FIRM HEADQUARTERS: 12570 Telecom Drive, Temple Terrace, FL 33637 / Ph: 813-978-3100
RESPONSIBLE OFFICE: 215 East Main Street, Bartow, FL 33830 / Ph: 863-533-7317
OFFICE ESTABLISHED: 2011 / 25 Employees



PICKETT & ASSOCIATES, LLC | TOPO SURVEY AND UNDERGROUND UTILITIES
FIRM HEADQUARTERS: 5010 West Nassau Street, Tampa, FL 33607 / Ph: 813-877-7770
RESPONSIBLE OFFICE: 3710 Airport Commerce Drive, Suite 10, Lakeland, FL 33811 / Ph: 863-533-9095
OFFICE ESTABLISHED: 2021 / 37 Employees (Pickett has been located in Bartow since its inception in 1960, just recently moved to Lakeland)



THE LUNZ GROUP | ARCHITECTURAL
FIRM HEADQUARTERS: 58 Lake Morton Drive, Lakeland, FL 33801 / Ph: 863-682-1882
RESPONSIBLE OFFICE: 58 Lake Morton Drive, Lakeland, FL 33801 / Ph: 863-682-1882
OFFICE ESTABLISHED: 1987 / 25 Employees

Business Tax Receipts

POLK COUNTY LOCAL BUSINESS TAX RECEIPT		
ACCOUNT NO. 1243	CLASS: B+	EXPIRES: 09/30/2025
OWNER NAME	LOCATION	
CRAIG R FULLER	2525 DRANE FIELD RD SUITE 7 LAKELAND	
BUSINESS NAME AND MAILING ADDRESS	CODE	ACTIVITY TYPE
CIVILSURV DESIGN GROUP INC CIVILSURV DESIGN GROUP INC 2525 DRANE FIELD RD SUITE 7 LAKELAND, FL 338111360	540250 540190	SURVEYOR MAPPER 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 - 2491221 07/10/2024 OPY	OLP 57.75	CIVILSURV DESIGN GROUP INC



CivilSurv Design Group, Inc.

POLK COUNTY LOCAL BUSINESS TAX RECEIPT		
ACCOUNT NO. 1289	CLASS: B+	EXPIRES: 09/30/2024
OWNER NAME	LOCATION	
SHEILA TARTE	2030 HWY 60 E BARTOW	
BUSINESS NAME AND MAILING ADDRESS	CODE	ACTIVITY TYPE
MADRID ENGINEERING GROUP MADRID ENGINEERING GROUP 2030 HWY 60 E BARTOW, FL 338304268	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 - 1785119 10/12/2023 CAG	TAX 73.53	MADRID ENGINEERING GROUP



Madrid Engineering Group, Inc.

POLK COUNTY LOCAL BUSINESS TAX RECEIPT		
ACCOUNT NO. 149244	CLASS: B+	EXPIRES: 09/30/2024
OWNER NAME	LOCATION	
GORDON M GREENE	215 E MAIN ST BARTOW	
BUSINESS NAME AND MAILING ADDRESS	CODE	ACTIVITY TYPE
PATEL, GREENE & ASSOCIATES INC PATEL, GREENE & ASSOCIATES, INC 215 E MAIN ST BARTOW, FL 338303658	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 - 1755950 09/24/2023 OPY	OLP 57.75	PATEL, GREENE & ASSOCIATES INC



Patel, Green, & Associates

Business Tax Receipts



Business Tax Office
228 S. Massachusetts Ave
Lakeland, FL 33801
(863)834-6025

BUSINESS TAX RECEIPT RENEWAL INVOICE

7/7/2023

Mailing Address:
PICKETT AND ASSOCIATES INC

5010 W NASSAU ST
TAMPA, FL 33607

Master Account: 1398459

The Total Amount Due includes business tax receipts for the locations listed on the reverse of this invoice.

Business Tax:	\$847.17
Penalty Fee:	\$0.00
Collection Fee:	\$0.00
Balance Fwd:	\$0.00
Payments:	<u>\$0.00</u>
Total Amount Due:	\$847.17

You may also pay by credit card online at <http://etrakit.lakelandgov.net/etrakit3/>

On or before September 30, 2023	October (Add 10%)	November (Add 15%)	December (Add 20%)	January and after (Add 25%)
\$847.17	\$931.89	\$974.25	\$1,016.60	\$1,058.96

Upon payment of the invoice, a separate Business Tax Receipt will be issued for each business location. The receipt must be displayed or available for inspection at each business location. Conducting a business in the City of Lakeland without having first obtained a Business Tax Receipt is a violation of City Ordinance and State Statute.

Keep this Portion for Your Records

DATE	INVOICE NO.	COMMENT	AMOUNT	NET AMOUNT
08/07/2023	July23	Account # 1398459		847.17
DATE:09/12/23			VENDOR: City of Lakeland.	TOTAL
				847.17

Pickett & Associates, Inc.

POLK COUNTY LOCAL BUSINESS TAX RECEIPT
ACCOUNT NO. 59 **CLASS: B+** **EXPIRES: 09/30/2024**

OWNER NAME	LOCATION
BRADLEY T LUNZ	58 LAKE MORTON DR LAKELAND

BUSINESS NAME AND MAILING ADDRESS	CODE ACTIVITY TYPE
THE LUNZ GROUP THE LUNZ GROUP 58 LAKE MORTON DR LAKELAND, FL 338015344	540010 ARCHITECT 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 - 1695537 08/14/2023 OPY OLP 57.75 THE LUNZ GROUP



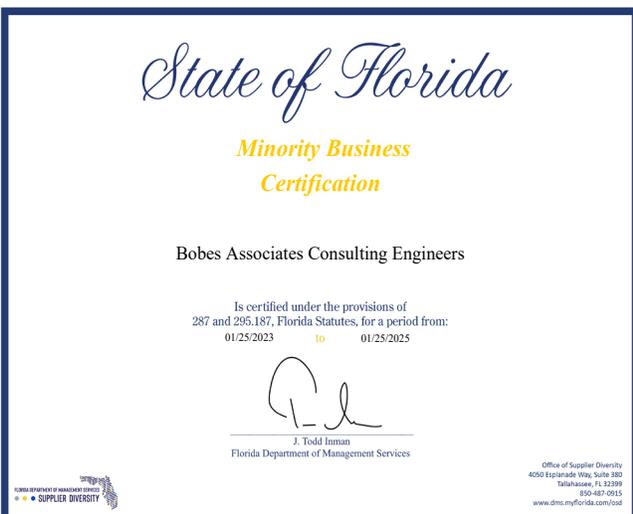
The Lunz Group

Is the Firm a “Certified Woman or Minority Business Enterprise?”

Carollo has consistently partnered and collaborated with women-owned and minority-owned businesses since the early 1970s. Associations between Carollo and MBE & WBE firms are formed so meaningful involvement is provided to each team member in their respective area of expertise.

W/MBE

Carollo is not a W/MBE firm. We do consistently meet or exceed client W/MBE goals and have included six subconsultant partners on our team that are designated disadvantaged firms. (Bobes Associates, ECHO UES, Electrical Design Associates, Madrid Engineering, Patel, Green & Associates, and PMA Consultants) are WBEs and/or MBEs. CivilSurv is certified SBE with other state agencies. Certifications for these subconsultants are provided in this section.



Bobes Associates Consulting Engineers



ECHO UES, Inc.



Electrical Design Associates

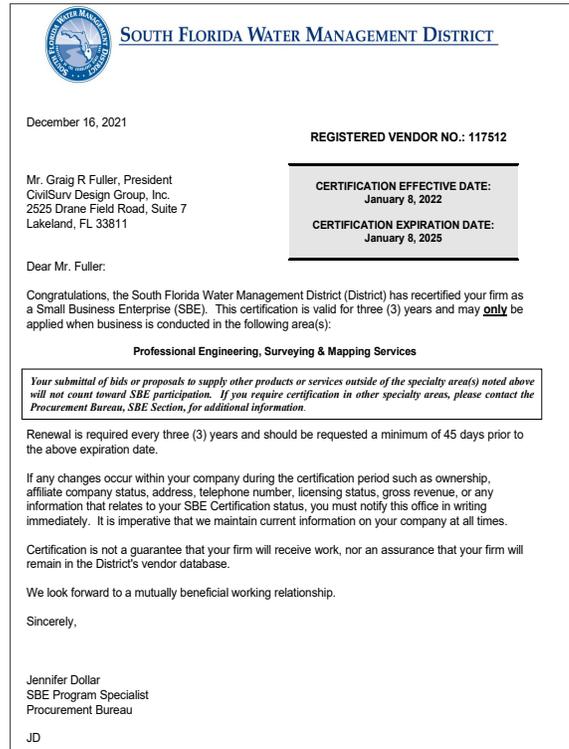


Madrid Engineering Group, Inc.

POLK COUNTY / ENGINEERING SERVICES FOR EAST REGIONAL WATER PRODUCTION AND WWTF-24-551



Patel, Green, & Associates



CivilSurv Design Group, Inc.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
SMALL BUSINESS AFFIDAVIT

275-000-01
EQUAL OPPORTUNITY
OSE-1861
Page 1 of 2

Submit completed form to smallbusiness@dot.state.fl.us

Firm Type (select only one option below):
 Construction Firms and all other Non-Professional Services Firms
 Professional Services

Firms must be registered in MyFloridaMarketPlace (MFMP) before the Department is able to add to the small business database. Information to register with MFMP is available here:
http://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace

Please note: Completion of this form and listing on the small business site does not constitute Prequalification with FDOT.

Contractors who wish to become prequalified with FDOT in construction work classes should go to:
<https://www.fdot.gov/contracts/prequal-info/prequalified.shtm>

Consultants who wish to become prequalified with FDOT in Professional Services work types should visit:
<https://www.fdot.gov/procurement/prequalification.shtm>

Business Name CivilSurv Design Group, Inc.

Business Address 2525 Drane Field Rd, Suite 7 Lakeland Florida 33811
Street City State Zip

Mailing Address 2525 Drane Field Rd, Suite 7 Lakeland Florida 33811
Street City State Zip

Telephone 8636464771 Other _____

Business Owner Craig R. Fuller

E-mail cfuller@civilsurv.com Date Business Established 03/2010

Federal Employer Identification Number 27-1816201

FDOT Districts I am interested in performing work in: (Please check all that apply)

District 1 District 4 District 7
 District 2 District 5 Turnpike
 District 3 District 6 Central Office

CivilSurv Design Group, Inc.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
SMALL BUSINESS AFFIDAVIT

275-000-01
EQUAL OPPORTUNITY
OSE-1861
Page 2 of 2

I, Craig R. Fuller am an owner or duly authorized representative of CivilSurv Design Group, Inc. (Proposer/Name of business), and I do hereby declare:

This business: Meets the definition for a small business pursuant to Section 337.027, F.S.
 • Gross revenues, three year average (include affiliate businesses) \$ 4,756,829.00
 Pursuant to Section 337.027, F.S., a small business means a business with yearly average gross receipts of less than \$15 million for road and bridge contracts and less than \$6.5 million for professional and nonprofessional services contracts. A business' average gross receipts is determined by averaging its annual gross receipts over the last three years, including the receipts of any affiliates as defined in Section 337.165, F.S.

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the State of Florida Department of Transportation deemed necessary to verify the statements made in this affidavit or regarding the ability, standing and general reputation of the Proposer. I declare, under penalty of perjury, that the information provided above and any supporting documents are true and accurate to the best of my knowledge. By submission of the Affidavit certification, you are affirming that your firm meets the definition for a small business, pursuant to s. 337.027, F.S. It is the responsibility of the owner/authorized representative to inform the Department within 30 days of any change that would affect your small business eligibility, including average gross revenues over the prior three years exceeding the small business size threshold. Changes that would affect eligibility should be communicated to smallbusiness@dot.state.fl.us. This certification is good for one year or until your firm exceeds the small business threshold, whichever is earlier. To ensure regulatory compliance and accountability for the Business Development Initiative program, firms agree to furnish any pertinent information to verify the statements in this Small Business Affidavit Certification, upon request by the Department. If financial documents are not timely provided within 10 business days, or financial documents do not confirm small business eligibility, the Department reserves the right to revoke this small business certification.

[Signature] 07/15/2024 Date
 Owner/Authorized Representative Signature

Craig R. Fuller, President
 Owner/Authorized Representative Printed Name & Title

Notary:
 STATE OF Florida
 COUNTY OF Polk
 Before me, the above signed authority, personally appeared Craig R. Fuller, who is personally known to me or has produced _____ (type of identification) identification and is duly sworn, deposes and says that he/she is authorized to represent CivilSurv Design Group, Inc. (business). Sworn and subscribed to before me this 15 day of July, 2024.

[Signature] 2/16/2025
 (Notary Signature) My Commission Expires:

Melisha D. Harrell
 Comm.: HH 456198
 Expires: Feb. 16, 2028
 Notary Public - State of Florida

CivilSurv Design Group, Inc.

Certified Profile CLOSE WINDOW X

[Print](#)

Business & Contact Information

BUSINESS NAME: **PMA Consultants, LLC**
 OWNER: **Mr Gui Ponce de Leon**
 ADDRESS: **7380 W. Sand Lake Road Suite Suite 500 Orlando, FL 32819-3430 [map]**
 PHONE: **734-769-0530**
 FAX: **734-827-0230**
 EMAIL: **accounting@pmaconsultants.com**
 WEBSITE: **http://www.pmaconsultants.com**

Certification Information

CERTIFYING AGENCY: **Greater Orlando Aviation Authority**
 CERTIFICATION TYPE: **MWBE - Minority/Women Business Enterprise**
 CERTIFICATION DATE: **7/21/2023**
 RENEWAL DATE: **6/30/2025**
 EXPIRATION DATE: **6/30/2025**
 CERTIFIED BUSINESS DESCRIPTION: **Program/Cost/Schedule/Claims Management/It Services**

Commodity Codes

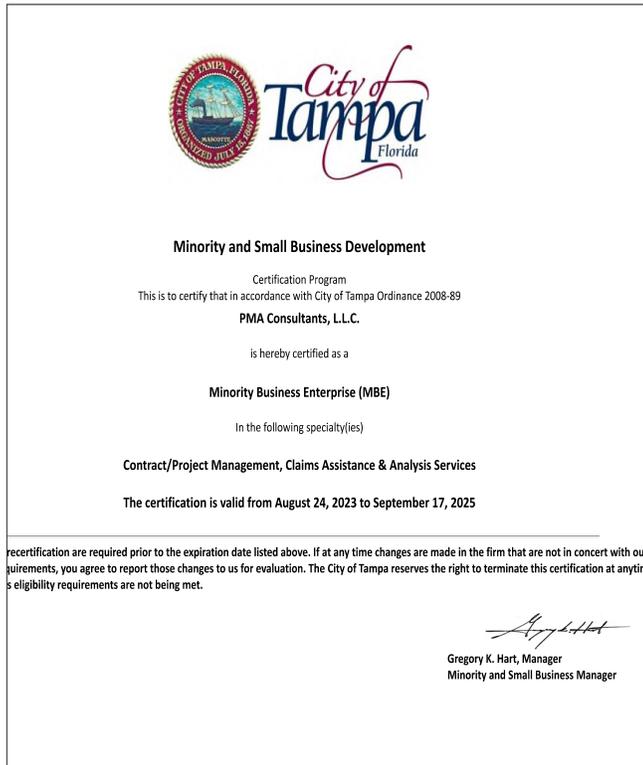
Code	Description
NAICS 541330	Engineering services

This profile was generated on 8/19/2024



PMA Consultants, LLC

PMA Consultants, LLC



PMA Consultants, LLC

Interaction with County and Regulatory Agency Staff

We will bring our experience from several PCU projects where we closely coordinated with PCU and regulatory agencies.

Understanding PCU's Regulatory Needs

Our team, led by **Vic Godlewski**, includes experts in various types of permitting needed for these facilities, including Dale Helms for the East WPF permitting; David Tran for the East WWTF permitting; and Elisabetta Natale for both facilities building permits.



Carollo staff can assist PCU in giving tours and answering complex technical questions related to potable reuse to regulators.

We Appreciate the Importance of Collaborating with PCU's Operations Staff

NWRWWTF and SWRWWTF. We recently completed the conceptual design for the liquid stream improvements at both plants. Our foundational knowledge of these two WWTFs, as well as PCU's operational preferences, will lead to time and money savings for PCU as we collaborate on the new East WWTF.

Regulatory Aspect: The experience working on this project provided us with in-depth knowledge of the permitting necessary for these improvements at both facilities.

Gibson Oaks Water Production Facility Project. Our team coordinated with PCU, CivilSurv, and PCU Land Development Division for site acceptance. Our team also collaborated with The Lunn Group and PCU to obtain the Certificate of Occupancy Commercial for the Gibson Oaks Operations Building, as well as

Certificates of Completion for the generator, chemical storage, existing well pump building, and ground storage tank.

Cherry Hill Water Production Facility. Carollo has worked hand in hand with PCU Operations staff on the direct potable reuse pilot. Carollo regularly meets with Operations staff in the field and virtually to facilitate knowledge exchange, collaboration, and communication to maintain normal operations of the facility. Working side-by-side with your maintenance staff to troubleshoot and proactively identify issues has allowed Carollo to develop a trusting relationship with several staff members in your O&M team.

Regulatory Aspect: Carollo is developing rule language on several technical topics for the DPR rule, and is a trusted source of industry experience for FDEP. Serving as the technical and operations lead on the Cherry Hill DPR pilot, we are able to bring this wealth of information to PCU's project and has led multiple successful meetings with FDEP

and Florida Department of Health personnel. *Our team's ability to stay ahead of the curve and anticipate questions from these regulatory agencies has allowed the project to move forward according to schedule with minimal impacts to the original pilot test plan, resulting in cost and resources savings for PCU.*

Advanced Metering Infrastructure project. Carollo has worked well with diverse County staff including Utility Operations, Engineering and Customer Service and Building.

David Tran brings specialized permitting experience on both water and wastewater treatment projects throughout Central Florida. On the PRWC WPF raw water transmission project, David coordinated with local entities including State Forest management and utility easement owners as part of being the project engineer.

Timely Completion of Projects

We will listen carefully to you to understand your preferences, and then **customize solutions** to fit your needs. We will then develop and design these solutions in an **interactive manner** and deliver our work in the time and way it was promised.

Our Carollo team is adept at managing complex wastewater treatment plant improvements, with strong project and resource management expertise. Led by our project managers, Sudhan Paranjape and Jeremy O'Neal, the Carollo team will maintain clear and open communications with PCU staff to deliver a quality project on time and within budget.

Comprehensive Procedures for Project Management and Delivery

Carollo's standard procedures for project management and delivery have been developed and refined over our 91-year history and contribute to our responsiveness to our clients' needs. Key elements of our management approach include:



Communication – Emphasis on communication with the client and within the project team.



Quality Control – Key senior staff involvement.



Frequent Comparison – Comparison between planned versus actual budget and schedule.

Inherent to our project delivery approach is the active participation of a technical leader in each project. Vic Godlewski and our quality control team will monitor the work progress and provide technical overview to resolve concerns before they become significant problems.

Carollo utilizes BST10 for project management. Starting with the pursuit of a project, we track that level of effort for our staff in BST10. Each contract initiates a new work order number in BST10. Project managers complete monthly updates of the percent of work complete and the project resource plans.

Tracking Our Current and Future Projected Workload

Our Florida region has 366 ongoing projects, as well as 42 current continuing services contracts. Our Florida staff currently has a 72.3% staff utilization rate. To date, Carollo has 23 awarded unbooked projects in Florida.

Carollo utilizes BST10 for our project management. Every month, project managers update the percent complete and resource plans for their projects. Florida's regional resource manager coordinates with office managers, both individually and in a statewide monthly meeting, to proactively review staff utilization (workload and availability) and confirm that no one is over committed. These actions mitigate risks of the quality of work and project schedules being affected.

Our Staffing Plan for Project Success

Staffing is key to successful project delivery and an integral part of our quality management program. Our fundamental approach is to assemble the best-qualified team members to match the project requirements. We then review the scope of the project and review staffing levels and budgets from similar projects to estimate labor requirements to complete a project.

A labor-hour estimate is made for each task in the Scope of Work. The estimate includes time for site visits and meetings, as well as in-office engineering work for the project. We then use historical data, modified for project-specific requirements, to estimate the types of services and personnel classifications to complete each task. For example, our historical records indicate that a typical project design will be about 55 percent professional staff, 40 percent design technicians, and 5 percent clerical.

The project schedule has a significant impact on staffing planning. Project milestones are identified early on, and labor hour requirements per task are estimated to determine staffing levels to complete the task by the milestone date. The staffing levels are broken down by discipline to determine overall office personnel planning.

We combine this staffing effort with our project planning, monitoring, and reporting procedures so each project has adequate resources to meet the project schedule.

We Are Ready for You to Put Us to Work

We have been tracking this project, so it is already represented in our workload projections. We are currently staffed to successfully fulfill the scope of services. Moreover, Carollo is proactive in hiring and relocating talented and committed staff to meet your needs. Our Orlando and Tampa offices alone have added ten new team members in the past 12-months, including drafting staff, electrical/I&C, structural, and water/wastewater (environmental) engineers. This commitment to hiring staff, along with our proven ability to leverage the skills and talents of our subconsultants and key Carollo staff from other offices has allowed us to deliver on our promises of on-time service.

Meeting the Schedule Milestones

For the East WPF and WWTF, you have our commitment to be on time with each schedule milestone during the design and bidding phases. Assuming a CMAR delivery method, the CMAR will have responsibility for the project schedule during construction. The Carollo team is committed to supporting your contractor during construction to achieve their schedule.

We understand that unanticipated needs may arise during a project that require shifts in schedule milestones or additional resources. Carollo's Florida regional resource manager, Amanda Bauner, leads the company-wide coordination of all regional resource managers, giving her the ability to expediently identify additional resources based on the technical and timely needs.

PMA Consulting is part of our team, bringing their scheduling expertise to these projects. PMA Consulting has proven to be a valuable partner with Carollo on other projects with their detailed reviews of the contractor's critical path method (CPM) construction baseline schedule. PMA identifies potential schedule impacts after reviewing proposed changes. These valuable services helped the team to stay on schedule during a 3-year long construction of the Pasco County Southeast WWTP expansion.



As detailed above, staffing levels will be scheduled and reviewed monthly to confirm our resource allocations. Progress on assignments by our other subconsultants will be monitored closely so delivery of their work products supports our overall schedule requirements.

Surveys of Past Performance

Survey Questionnaire – Polk County RFP 24-551, Engineering Services for East Regional Water Production and Wastewater Treatment Facilities

To: Holden Wright (Name of Person completing survey)

Polk County Utilities (Name of Client Company/Contractor) Phone
Number: 863-534-6467 Email: holdenwright@polk-county.net

Total Annual Budget of Entity _____
Subject: Past Performance Survey of Similar work:

Project name: Gibson Oaks Water Production Facility

Name of Vendor being surveyed: Carollo Engineers, Inc.

Cost of Services: Original Cost: \$1.9 M

Ending Cost: Project is in substantial completion.

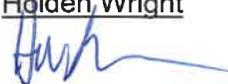
Contract Start Date: 2017

Contract End Date: 2024

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	9
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	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)	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 Holden Wright

Signature of Evaluator: 

Please fax or email the completed survey to: Amanda Bauner

Survey Questionnaire – Polk County

RFP 24-551, Engineering Services for East Regional Water Production and Wastewater Treatment Facilities

To: George Eversole (Name of Person completing survey)
 Toho Water Authority (Name of Client Company/Contractor)
 Phone Number: 407-944-5025 Email: geversole@tohowater.com
 Total Annual Budget of Entity: Approximately \$200 Million
 Subject: Past Performance Survey of Similar work:
 Project name: Parkway Water Treatment Plant DBP Mitigation Project
 Name of Vendor being surveyed: Carollo Engineers, Inc.
 Cost of Services: Original Cost: \$48,395 (Planning) Ending Cost: \$671,085 (Thru Construction)
 Contract Start Date: 2018 Contract End Date: 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 George Eversole

Signature of Evaluator: George Eversole Digitally signed by George Eversole
Date: 2024.10.15 10:27:37 -04'00'

Please fax or email the completed survey to: Sudhan Paranjape

Survey Questionnaire – Polk County
RFP 24-551, Engineering Services for East Regional Water Production and Wastewater Treatment Facilities

To: Joe Paterniti, PE (Name of Person completing survey)
Clay County Utility Authority (Name of Client Company/Contractor)
 Phone Number: 904-213-2412 Email: jpaterniti@clayutility.org

Total Annual Budget of Entity: Approximately \$62 Million

Subject: Past Performance Survey of Similar work:

Project name: Meadowbrook Water Treatment Plant Improvements Project

Name of Vendor being surveyed: Carollo Engineers, Inc.

Cost of Services: Original Cost: \$415,060 (Planning) Ending Cost: \$415,060 (Thru' Construction)

Contract Start Date: 2020 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)	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)	9
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)	9
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	9
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	8

Printed Name of Evaluator Joe Paterniti

Signature of Evaluator: Joe Paterniti

Please fax or email the completed survey to: Jeremy O'Neal

Survey Questionnaire – Polk County

RFP 24-551, Engineering Services for East Regional Water Production and Wastewater Treatment Facilities

To: Jon Meyer (Name of Person completing survey)
Town and Country Utilities (Name of Client Company/Contractor)
 Phone Number: 239-450-3007 Email: jmeyer@tcufl.com

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: Babcock Ranch Water Treatment and Water Reclamation Facility Phase 1

Name of Vendor being surveyed: Carollo Engineers, Inc.

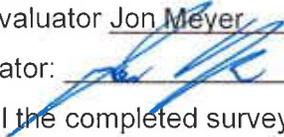
Cost of Services: Original Cost: \$12.9 million Ending Cost: _____
Design

Contract Start Date: 2015 Contract End Date: 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)	8
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	8
3	Quality of workmanship	(1-10)	8
4	Professionalism and ability to manage	(1-10)	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)	7
8	Ability to follow protocol	(1-10)	8
9	Ability to maintain proper documentation	(1-10)	8
10	Appropriate application of technology	(1-10)	9
11	Overall Client satisfaction and comfort level in hiring	(1-10)	8
12	Ability to offer solid recommendations	(1-10)	8
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	9

Printed Name of Evaluator Jon Meyer

Signature of Evaluator: 

Please fax or email the completed survey to: Bob Cushing

POLK COUNTY / ENGINEERING SERVICES FOR EAST REGIONAL WATER PRODUCTION AND WWTF-24-551

Survey Questionnaire – Polk County
RFP 24-551, Engineering Services for East Regional Water Production and Wastewater Treatment Facilities

To: George Eversole, P.E. (Name of Person completing survey) Toho Water Authority (Name of Client Company/Contractor) Phone Number: 407-944-5025 Email: geversole@tohowater.com

Total Annual Budget of Entity: Approximately \$200 Million

Subject: Past Performance Survey of Similar work:

Project name: Sandhill Water Reclamation Facility Upgrades and Expansion

Name of Vendor being surveyed: Carollo Engineers, Inc.

Cost of Services: Original Cost: \$123,715 (Conceptual Design)

Ending Cost: \$3.097 million (Preliminary, Final Design, Bidding and CM Services)

Contract Start Date: March 13, 2019 Contract End Date: October 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 George Eversole

Signature of Evaluator: George Eversole Digitally signed by George Eversole
Date: 2024.10.15 10:26:59 -04'00'

Please fax or email the completed survey to: Sudhan Paranjape

Survey Questionnaire – Polk County

RFP 24-552, Engineering Services for Improvements to the Northwest and Southwest Regional Wastewater Treatment Facilities

To: Eric Smith, P.E. (Name of Person completing survey)
City of Daytona Beach (Name of Client Company/Contractor)
 Phone Number: 386-671-8829 Email: smitheric@codb.us
 Total Annual Budget of Entity \$350M

Subject: Past Performance Survey of Similar work:

Project name: Westside Regional Water Reclamation Facility Improvements

Name of Vendor being surveyed: Carollo Engineers, Inc.

Cost of Services: Original Cost: \$182,112 Ending Cost: \$2.9 Million

Contract Start Date: 6/2013 Contract End Date: 2/2021

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 Eric Smith

Signature of Evaluator:  8-1-24

Please fax or email the completed survey to: _____

Survey Questionnaire – Polk County

RFP 24-552, Engineering Services for Improvements to the Northwest and Southwest Regional Wastewater Treatment Facilities

To: Gregory Rouse (Name of Person completing survey)

Sarasota County (Name of Client Company/Contractor)

Phone Number: 941-861-5000 Email: grouse@scgov.net

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: Bee Ridge Water Reclamation Facility

Name of Vendor being surveyed: Carollo Engineers, Inc.

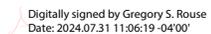
Cost of Services: Original Cost: \$13.3 Million Ending Cost: TBD

Contract Start Date: 11/2019 Contract End Date: 12/2025 (Est.)

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 Gregory Rouse

Signature of Evaluator: Gregory S. Rouse  Digitally signed by Gregory S. Rouse
Date: 2024.07.31 11:06:19 -04'00'

Please email the completed survey to: jbarksdale@carollo.com

POLK COUNTY / ENGINEERING SERVICES FOR EAST REGIONAL WATER PRODUCTION AND WWTF-24-551

Exhibit “A-iii”
Scope of Services
East Regional Wastewater Treatment Facilities
Part 1 Services - Site Evaluations

Pursuant to this Agreement, the County has requested that the Consultant provide certain professional services in support of the East Regional Water Production and Wastewater Treatment Facilities Improvements Project (Project) as further detailed in this Professional Services Agreement.

A. Project Background and Description

The County desires to expand potable water and wastewater services in the East Regional Utility Service Area (ERUSA). Infrastructure improvements were recommended in the 2023 ERUSA Master Plan Update (Dewberry Engineers, April 2024). The master plan included assumptions about the locations of the proposed water production facility (WPF) and the wastewater treatment facility (WWTF). However, the County has not acquired land yet and the future plant site locations may differ from the master plan locations.

The County desires assistance in evaluating the feasibility of up to three (3) different site locations for the WWTF. The WPF and WWTF may be located on the same site; if practical. Site feasibility will be evaluated based on properties being able to accommodate the following:

- Sufficient space for the planned WPF and WWTF at one site location. If not practical the facilities could be located on separate sites.
- Ability to include one or more new water production wells.
- Sufficient space for stormwater retention/detention facilities.
- Adequate space to meet the wastewater effluent disposal capacity requirements using rapid infiltration basins.
- Minimize the wastewater collection and transmission modifications that will be necessary to route wastewater to the new WWTF.

The County has requested that the Consultant provide engineering services in support of this Project.

B. Scope of Services

Upon authorization to proceed from the County, the Consultant will provide the following identified services. The Consultant shall perform reviews to confirm that all documents produced by the Consultant or their subconsultants for the County will be consistent with the Polk County Utilities Standards and Specifications Manual, latest edition, and other County requirements. This authorization shall be in full force and effect until the Consultant completes all services as described in this Agreement and any subsequent modifications hereto.

Phase 100 – Project Management

Task 101 – Project Management

This task consists of overall management of the Project including contract administration, budget management, invoicing, monthly status reports, scheduling, and coordination with the County and Consultant's subconsultants.

Task 102 – Kick-off Meeting and Review Meetings

The Consultant will attend one kickoff meeting for each site evaluation with the County. The Consultant will prepare a meeting agenda and meeting minutes. Draft meeting minutes shall be distributed within three working days of the date of the meeting for County review and comment.

For each of the individual site evaluations, meetings will be scheduled to review:

- Results of Consultant's evaluation of the potential required modifications to the wastewater collection and transmission systems.
- Rapid Infiltration Basin (RIB) capacity estimates.
- Proposed site layouts for conventional wastewater treatment and treatment with membrane bioreactors.
- Summary of site assessment results.

Task 103 – Site Visits

Consultant will visit each proposed site. In addition, representatives of Consultant's hydrogeological and stormwater management subconsultants will also visit each site.

The existing conditions of each site, availability of utilities and neighboring properties will be documented using photos.

Phase 200 – Support Services

Task 201 – Hydrogeological Services

This task consists of evaluating three (3) proposed sites for the feasibility for rapid infiltration basins for effluent disposal. Using existing data and results from new soil borings (by the geotechnical subconsultant) Through a subconsultant, Consultant will provide the following for each site:

- Summary of existing available hydrologic and hydrogeological data.
- Identification of potential limiting subsurface conditions.
- Estimates of land area needed to support the RIB capacity specified by the County.
- Estimates for the total required bottom area of RIBs and potential loading rates (gpd/sf).
- Assessment of the potential for off-site impacts (day lighting of effluent) and propagation of sink holes.
- Confirmation of sufficient set back distance from potable water supply wells and compliance with other setbacks required by the Florida Department of Environmental Protection.
- Conceptual RIB design including pipe networks for transmission of effluent to the RIBs.
- Planning level cost estimate for construction of the RIBs.
- A technical memorandum summarizing the RIB capacity evaluation.

Hydrogeological services will be provided in accordance with the scope of services set forth in a February 6, 2025 proposal prepared by Royal Consulting Services (refer to Attachment A-3).

Task 202 – Geotechnical Services

To support Task 201, Consultant's geotechnical engineering subconsultant will provide soil borings on three (3) proposed sites. Consultant's subconsultant will provide the following for each proposed RIB site:

- 1 standard penetration test (SPT) boring to a depth of 50 ft. below land surface.
- 1 SPT boring to the top of the upper Florida aquifer.
- 15 hand auger borings to a depth of 6 ft.
- 4 double ring infiltrometer tests.
- A summary report of the field work and results for each site.

Geotechnical engineering services will be provided in accordance with the scope of services set forth in a February 4, 2025 proposal prepared by Madrid (refer to Attachment A-4).

Phase 300 – Engineering Evaluation

Task 301 – Assessment of Modifications to the Wastewater Collection and Transmission Systems

Consultant will use the hydraulic models that were developed for the ERUSA as part of the Master Plan Update (by others). For this assessment, the peak hour flow hydraulic flow model will be adjusted to transmit raw wastewater to the proposed site locations. Consultant will estimate the following for each of the three (3) proposed sites:

- Changes in pipeline sizes and locations to route wastewater flow to the proposed sites.
- Changes in lift station capacity and head conditions.
- Additional infrastructure (pipelines or lift stations) to convey wastewater to the proposed sites
- Changes in capital improvement costs. Conceptual costs will be based on the costs presented in the Master Plan Update.
- Changes in energy costs associated with the lift stations.
- Locations where additional easement or right of way may be required.

Consultant will prepare a technical memorandum that summarizes the work under this task for each proposed WWTF site.

Task 302-Develop Conceptual Site Plans for the WWTF

Consultant will develop conceptual site plans for a “conventional” biological nutrient removal approach to meet advanced wastewater treatment (AWT) and the use of membrane bioreactor (MBR) technology in a biological nutrient removal configuration to achieve AWT standards. The conceptual site plans will be adapted to conform to the geometry of the sites selected by the County.

The conventional WWTF will likely consist of flow equalization, preliminary treatment (screening & grit removal), 5 stage biological nutrient removal (BNR), secondary clarifiers, deep bed filters, sodium hypochlorite disinfection, aerobic sludge digestion, and biosolids dewatering. Support facilities will be included such as chemical storage

and feed, electrical/generator building(s), blower building, Operations and Maintenance building(s), odor control, substandard effluent storage and finished water storage.

The conceptual site plan for the MBR alternative will have all of the conventional treatment facilities with the addition of fine screening, and less secondary clarifiers and deep bed filters. The footprint for the MBR alternative will be significantly smaller than the conventional approach (specifically the 5 stage BNR/Bioreactor and membrane filtration has a much smaller footprint).

The conceptual site plans will also consider spaces for roadways, stormwater management, RIBs and future processes to support direct potable reuse. In addition, will consider setbacks for aesthetic, noise, and odor control measures.

Stormwater management evaluation services will be provided in accordance with the scope of services set forth in a January 29, 2025 proposal prepared by CivilSurv (refer to Attachment A-5).

Task 303 – Site Assessment Technical Memorandum (TM)

The Consultant will prepare and submit a TM that summarizes the assessment of each potential site consisting of the following:

- Summary of existing conditions, including site location, soil conditions, topography and proximity to wetlands and surface waters.
- Compilations of the TMs that were prepared under Tasks 201, 202, 301 and 302.

C. Deliverables

The Consultant shall prepare and submit to the County, including electronic format when applicable, the following deliverables:

Task	Activity	Deliverable
102	Meetings	Meeting agenda and minutes

Task	Activity	Deliverable
201-202	Support Services	Three (3) hard copies (if required) of reports / drawings (signed / sealed for survey documents); one (1) electronic copy (Portable Document Format and / or AutoCAD)
301	Assessment of Modifications to the Wastewater Collection and Transmission System	Three (3) hard copies (if required) of reports / TMs; one (1) electronic copy of TMs (Portable Document Format)
302	Develop Conceptual Site Plans for the WWTF	Three (3) hard copies (if required) of reports / TMs; one (1) electronic copy of TMs (Portable Document Format)
303	Site Assessment TM	Three (3) hard copies (if required) of reports / TMs; one (1) electronic copy of TMs (Portable Document Format)

D. Schedule

Consultant will proceed with the services identified herein immediately upon receipt of an executed copy of this Consultant Services Authorization and a formal Notice-to-Proceed from the County. The projected schedule for the performance of services described herein, in Gantt Chart format, is included as Attachment A-1. An updated electronic version of the Project schedule in Microsoft Project will be provided to the County within 10 working days from the issuance of the Notice-to-Proceed. Delivery of the schedule may be in other electronic formats so long as they accurately portray the approved scope of services with sufficient detail subject to staff approval. Should additional time be required beyond the schedule depicted in Attachment A-1, The Consultant will provide an updated Attachment A-1 (schedule) to the Utilities and Procurement Divisions. Following staff approval, the updated Attachment A-1 will be forwarded by Utilities staff to Procurement staff for inclusion in the contract file with no further administration action required for extension.

E. Compensation

This Agreement establishes a not-to-exceed cost of \$ 490,426.00 for Part 1 Services. Compensation for the services performed under this Agreement shall be on an hourly, not-to-exceed basis using the current hourly rate schedule as set forth in Exhibit "B" of this Agreement. Other direct costs or expenses incurred in connection with this Agreement will not be invoiced as these expenses have been accounted for in the rate multiplier associated with this Agreement . A summary of the estimated labor costs is provided in Attachment A-2 for reference only. Each invoice submittal shall include a tabular summary of the originally estimated labor costs by 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 not-to-exceed cost for this Agreement includes contingency funds in the amount of \$23,354.00. The contingency funds authorized for use in this Agreement may only be expended upon written approval from the County's Utilities Director. Adequate justification must be provided by the Consultant for the release of contingency funds. Any out-of-scope services performed requiring the release of contingency funds will be considered at-risk and may not be compensated until, or if, written approval is granted by the County's Utilities Director.

The Consultant will 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, notarized affidavits (as applicable), and the monthly status report.

Invoices for not-to-exceed projects shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional documentation may be requested by 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 Agreement 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:

- County will provide access to the proposed sites for observation and field testing.
- County will be the primary communications contact with the owner's of proposed sites.
- The County shall attend all project meetings to maintain the progress of the project according to the schedule.
- The County shall review draft deliverables and provide comments to the consultant within a 14-day period.

G. Services Not Included

The following services are not included in the Scope of Services for the Project:

- Land surveying.
- Wetlands mapping/delineation.
- Threatened and Endangered Species Evaluations.
- Phase I/II Environmental Studies
- Detailed design.

H. Assumptions

The Scope of Services and compensation arrangement outlined herein are based on the following assumptions:

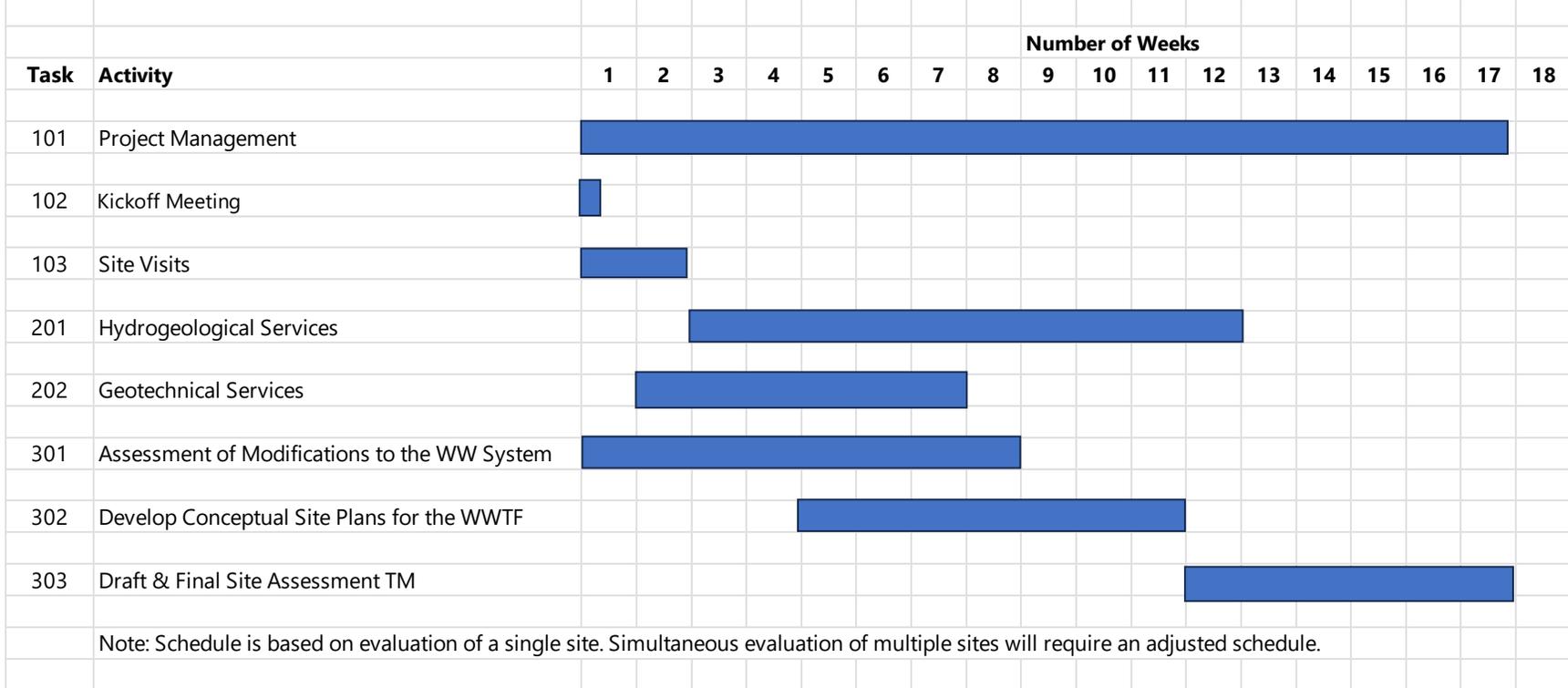
- Meetings will be conducted at PCU's office location in-person. At the County's request, meetings may be conducted using mutually compatible video conferencing software (e.g., MS Teams).

- Consultant shall be entitled to use and reasonably rely upon information and services provided by the County or others in performing Consultant's services hereunder.
- County will evaluate the planning and zoning constraints for each proposed sites including any special land use permitting requirements.
- In providing opinions of cost, financial analyses, economic feasibility projections, schedules, and quantity and/or quality estimates for potential projects, Consultant has no control over cost or price of labor, material, and future economic factor that may influence cost of constructability.; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; the incoming water quality and/or quantity; the way County's plant(s) and/or associated processes are operated and/or maintained; and other economic and operational factors that may materially affect the ultimate project elements, including, but not limited to, cost or schedule. Therefore, Consultant makes no warranty that County's actual project costs, financial aspects, economic feasibility, schedules, and/or quantities or quality realized will not vary from Consultant's opinions, analyses, projections, or estimates and Consultant will not be liable to and/or indemnify County and/or any third party related to any inconsistencies between Consultant's projections and estimates and actual costs and/or quantities realized by County and/or any third party in the future, except to the extent such inconsistencies are caused by Consultant's negligent performance hereunder.
- The services to be performed by the Consultant are intended solely for the benefit of the County. No person or entity not a signatory to this Agreement shall be entitled to rely on Consultant's performance of its services hereunder, and no right to assert a claim against the Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Consultant's services hereunder.

The remainder of this page is intentionally left blank.

Attachment A-1-Schedule

East Regional Water Production and Wastewater Treatment Facilities-Site Evaluations



ATTACHMENT A-2

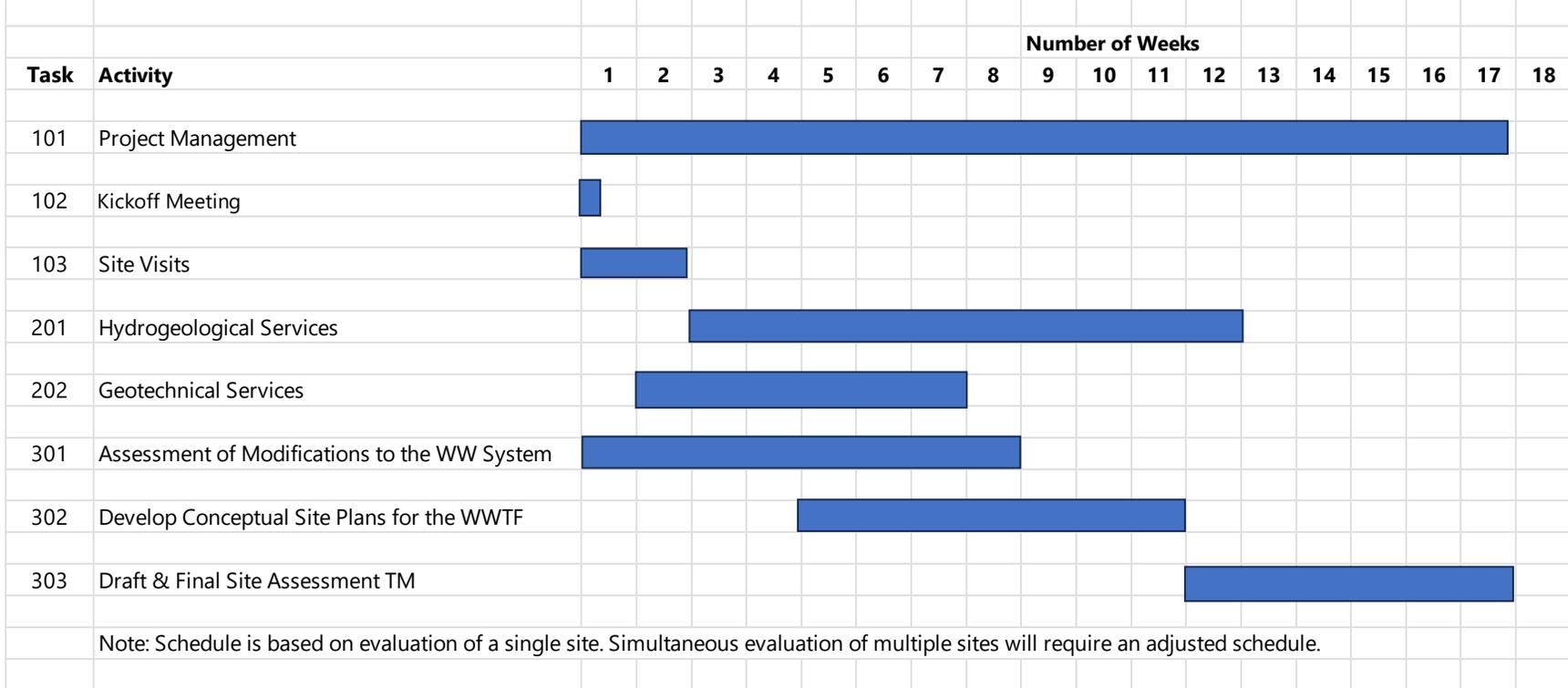
EAST REGIONAL WATER PRODUCTION AND WASTEWATER TREATMENT FACILITIES-SITE EVALUATIONS

Fee Proposal

Tasks	Task and Sub-Task Description	Senior Professional	Lead Professional	Project Professional	Professional	Assistant Professional	Senior Technician	Lead Technician	Technician	Doc. Processing	Total Labor Hours	Total Labor Cost	Other Direct Costs (ODCs)	Subconsultant Civil/Surv	Subconsultant Madrid	Subconsultant Royal Consulting Services	TOTAL PROJECT COSTS
		\$ 315.00	\$ 240.00	\$ 199.00	\$ 161.00	\$ 144.00	\$ 202.00	\$ 160.00	\$ 118.00	\$120.00							
100	PROJECT MANAGEMENT	66	116	92	36	58	24	18	0	26	436	\$ 91,934	\$ -			\$ -	\$ 91,934
101	Project Management and Quality Assurance / Control	24	32	56	36	40	24			8	220	\$43,748	\$0	\$0	\$0	\$0	\$43,748
102	Kick-off Meeting and Review Meetings	18	36	36		18		18		18	144	\$29,106	\$0	\$0	\$0	\$0	\$29,106
103	Site Visits	24	48								72	\$19,080	\$0	\$0	\$0	\$0	\$19,080
200	SUPPORT SERVICES	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -		\$ 61,110	\$ 120,000	\$ 181,110
201	Hydrogeological Services (3 sites)										0	\$0				\$120,000	\$120,000
202	Geotechnical Engineering Services (3 sites)										0	\$0			\$61,110		\$61,110
300	ENGINEERING EVALUATION																
301	Assessment of Modifications to the Wastewater Collection and Transmission System	15	24	30	174	132	0	21	0	0	396	\$ 66,837					\$ 66,837
301.1	Assessment of Modifications to WW System	3	6	6	24	66		6			111	\$17,907					\$17,907
301.2	Network Modifications to Site A			2		4		2			8	\$1,294					\$1,294
301.3	Network Modifications to Site B			2		4		2			8	\$1,294					\$1,294
301.4	Network Modifications to Site C			2		4		2			8	\$1,294					\$1,294
301.5	Analysis and Identification of Improvements for Site A	1	2	2	6	18					29	\$4,751					\$4,751
301.6	Analysis and Identification of Improvements for Site B	1	2	2	6	18					29	\$4,751					\$4,751
301.7	Analysis and Identification of Improvements for Site C	1	2	2	6	18					29	\$4,751					\$4,751
301.8	Change of Capital Improvement Costs (Site A)	1	1	1	20			1			24	\$4,134					\$4,134
301.9	Change of Capital Improvement Costs (Site B)	1	1	1	20			1			24	\$4,134					\$4,134
301.1	Change of Capital Improvement Costs (Site C)	1	1	1	20			1			24	\$4,134					\$4,134
301.11	Easements and Right of Way (Site A)	1	1	1	20			1			24	\$4,134					\$4,134
301.12	Easements and Right of Way (Site B)	1	1	1	20			1			24	\$4,134					\$4,134
301.13	Easements and Right of Way (Site C)	1	1	1	20			1			24	\$4,134					\$4,134
301.14	Operation and Maintenance Costs (Site A)	1	2	2	4			1			10	\$1,997					\$1,997
301.15	Operation and Maintenance Costs (Site B)	1	2	2	4			1			10	\$1,997					\$1,997
301.16	Operation and Maintenance Costs (Site C)	1	2	2	4			1			10	\$1,997					\$1,997
302	Develop Conceptual Site Plans	12	24	48	56	48	8	48	0	0	244	\$ 44,316		\$ 23,430			\$ 67,746
302.1	Develop "to Scale" Process Components and Support Facilities that can be Arranged on the Proposed WWTF Sites.	6	12	24	24	16	8	16			106	\$19,890					
302.2	Arrange Site Plans for Three Proposed WWTF Sites.	6	12	24	32	32		32			138	\$24,426		\$23,430			
303	Site Assessment Technical Memorandum (TM)	9	18	72	72	45	45	54	0	18	333	\$ 59,445	\$ -			\$ -	\$ 59,445
303.1	Prepare Three (3) Draft Site Assessment TMs	6	12	48	48	30	30	36		12	222	\$39,630					\$39,630
303.2	Prepare Three (3) Final Site Assessment TMs	3	6	24	24	15	15	18		6	111	\$19,815					\$19,815
TOTAL PROJECT COSTS		102	182	242	338	283	77	141	0	44	1,409	\$262,532		\$ 23,430	\$ 61,110	\$ 120,000	\$ 467,072
ADDITIONAL																	
	General Contingency (5%)																\$23,354
TOTAL COST WITH CONTINGENCY																	\$ 490,426

Attachment A-1-Schedule

East Regional Water Production and Wastewater Treatment Facilities-Site Evaluations



ATTACHMENT A-2

EAST REGIONAL WATER PRODUCTION AND WASTEWATER TREATMENT FACILITIES-SITE EVALUATIONS

Fee Proposal

Tasks	Task and Sub-Task Description	Senior Professional	Lead Professional	Project Professional	Professional	Assistant Professional	Senior Technician	Lead Technician	Technician	Doc. Processing	Total Labor Hours	Total Labor Cost	Other Direct Costs (ODCs)	Subconsultant Civil/Surv	Subconsultant Madrid	Subconsultant Royal Consulting Services	TOTAL PROJECT COSTS
		\$ 315.00	\$ 240.00	\$ 199.00	\$ 161.00	\$ 144.00	\$ 202.00	\$ 160.00	\$ 118.00	\$120.00							
100	PROJECT MANAGEMENT	66	116	92	36	58	24	18	0	26	436	\$ 91,934	\$ -			\$ -	\$ 91,934
101	Project Management and Quality Assurance / Control	24	32	56	36	40	24			8	220	\$43,748	\$0	\$0	\$0	\$0	\$43,748
102	Kick-off Meeting and Review Meetings	18	36	36		18		18		18	144	\$29,106	\$0	\$0	\$0	\$0	\$29,106
103	Site Visits	24	48								72	\$19,080	\$0	\$0	\$0	\$0	\$19,080
200	SUPPORT SERVICES	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -		\$ 61,110	\$ 120,000	\$ 181,110
201	Hydrogeological Services (3 sites)										0	\$0				\$120,000	\$120,000
202	Geotechnical Engineering Services (3 sites)										0	\$0			\$61,110		\$61,110
300	ENGINEERING EVALUATION																
301	Assessment of Modifications to the Wastewater Collection and Transmission System	15	24	30	174	132	0	21	0	0	396	\$ 66,837					\$ 66,837
301.1	Assessment of Modifications to WW System	3	6	6	24	66		6			111	\$17,907					\$17,907
301.2	Network Modifications to Site A			2		4		2			8	\$1,294					\$1,294
301.3	Network Modifications to Site B			2		4		2			8	\$1,294					\$1,294
301.4	Network Modifications to Site C			2		4		2			8	\$1,294					\$1,294
301.5	Analysis and Identification of Improvements for Site A	1	2	2	6	18					29	\$4,751					\$4,751
301.6	Analysis and Identification of Improvements for Site B	1	2	2	6	18					29	\$4,751					\$4,751
301.7	Analysis and Identification of Improvements for Site C	1	2	2	6	18					29	\$4,751					\$4,751
301.8	Change of Capital Improvement Costs (Site A)	1	1	1	20			1			24	\$4,134					\$4,134
301.9	Change of Capital Improvement Costs (Site B)	1	1	1	20			1			24	\$4,134					\$4,134
301.1	Change of Capital Improvement Costs (Site C)	1	1	1	20			1			24	\$4,134					\$4,134
301.11	Easements and Right of Way (Site A)	1	1	1	20			1			24	\$4,134					\$4,134
301.12	Easements and Right of Way (Site B)	1	1	1	20			1			24	\$4,134					\$4,134
301.13	Easements and Right of Way (Site C)	1	1	1	20			1			24	\$4,134					\$4,134
301.14	Operation and Maintenance Costs (Site A)	1	2	2	4			1			10	\$1,997					\$1,997
301.15	Operation and Maintenance Costs (Site B)	1	2	2	4			1			10	\$1,997					\$1,997
301.16	Operation and Maintenance Costs (Site C)	1	2	2	4			1			10	\$1,997					\$1,997
302	Develop Conceptual Site Plans	12	24	48	56	48	8	48	0	0	244	\$ 44,316		\$ 23,430			\$ 67,746
302.1	Develop "to Scale" Process Components and Support Facilities that can be Arranged on the Proposed WWTF Sites.	6	12	24	24	16	8	16			106	\$19,890					
302.2	Arrange Site Plans for Three Proposed WWTF Sites.	6	12	24	32	32		32			138	\$24,426		\$23,430			
303	Site Assessment Technical Memorandum (TM)	9	18	72	72	45	45	54	0	18	333	\$ 59,445	\$ -			\$ -	\$ 59,445
303.1	Prepare Three (3) Draft Site Assessment TMs	6	12	48	48	30	30	36		12	222	\$39,630					\$39,630
303.2	Prepare Three (3) Final Site Assessment TMs	3	6	24	24	15	15	18		6	111	\$19,815					\$19,815
TOTAL PROJECT COSTS		102	182	242	338	283	77	141	0	44	1,409	\$262,532		\$ 23,430	\$ 61,110	\$ 120,000	\$ 467,072
ADDITIONAL																	
	General Contingency (5%)																\$23,354
TOTAL COST WITH CONTINGENCY																	\$ 490,426

Attachment A-3



Scope of Work

Polk County Utilities

Rapid Infiltration Basin Evaluations

Scope of Services

Royal Consulting Services, Inc. (RCS) shall provide general engineering services to Carollo Engineers, Inc. in support of the Polk County Utilities (Polk) Engineering Services for East Regional Water Production and Wastewater Treatment Facilities (ERUSA).

The wastewater system in the ERUSA is divided into two sub-areas: Waverly and East. The Waverly sub-area operates a local treatment facility that utilizes rapid infiltration basins (RIBs) for effluent disposal. These RIBs are critical for managing treated wastewater and promoting groundwater recharge. The East sub-area, on the other hand, depends on an inter-local agreement with the Toho Water Authority for wastewater treatment. To support anticipated growth, address infrastructure limitations in Waverly, and reduce reliance on external facilities, the ERUSA Master Plan Update recommends constructing a new regional wastewater treatment facility. This facility will incorporate advanced treatment technologies and optimized RIB designs to ensure efficient, sustainable, and environmentally compliant operations.

The primary objective of this scope will be to assist Carollo in evaluating up to three proposed RIB site locations. The initial phase of this project will provide a conceptual level analysis, using published values and readily available data, on the suitability of constructing RIBs on a maximum of three project areas. Once a site is deemed suitable for RIBs, a more in-depth evaluation, meeting the requirements of the Florida Department of Environmental Protection (FDEP), will be conducted using site-specific data.

Phase 1 Evaluation of RIB Site Suitability

Task 201.1 Project Coordination

This task ensures effective communication and coordination throughout the project. It includes the following activities:

- **Kickoff Meeting:** The project will commence with a kickoff meeting to establish objectives, timelines, deliverables, and the roles and responsibilities of all stakeholders. Key discussion points will include:
 - Review of the project scope and intended outcomes.
 - Discussion of regulatory and permitting requirements.
 - Agreement on communication protocols and project milestones.
- **Monthly Coordination Meetings:** To ensure the project remains on track, monthly meetings will be held with stakeholders to review progress, address challenges, and update schedules as necessary.
- **Ongoing Communication:**
 - Facilitate regular updates through emails, reports, and calls to keep all stakeholders informed of developments and decisions.



- Coordination with geotechnical subcontractor regarding placement of borings and testing to be performed.

Deliverables:

- Meeting agendas, minutes, and a consolidated schedule of milestones.
- Monthly progress reports documenting project status and decisions.

Task 201.2 Data Collection and Review

The conceptual level evaluation will be based on the readily available data obtained during this task.

Task 201.2a Regional Data

A description of the hydrologic and hydrogeologic system is needed to guide the evaluation of the RIB site. This task consists of evaluating readily available data from the local water management district, U.S. Geological Survey (USGS), Florida Geological Survey (FGS), and site-specific borings, if available.

Background information for collection and review includes:

- Review of Wastewater Treatment Plan effluent disposal needs
- Design high water table elevation at facilities
- Groundwater and surface water studies
- Existing hydrogeologic studies
- Existing subsurface investigation reports
- Permit applications and existing permits
- Groundwater and surface water level data
- Well logs, soil borings and stratigraphy descriptions
- Topographical data
- Spatial and temporal rainfall amounts
- Well inventory
- Sinkhole inventory
- Infiltration rate of aesthetic ponds
- Meteorological data
- Total Max Daily Loads for the region
- Basin Action Management Plans
- Central Florida Water Initiative available documentation, including the Regional Water Supply Plan, East-Central Florida Transient Model documentation



Deliverable: A geospatial database of site conditions and key hydrologic parameters. A memorandum summarizing additional data needs as well as regulatory limitations will also be provided.

Task 201.2b Development of Regional Constraints

Topographic data from readily available digital elevation models (DEMs) and existing onsite survey data, if available, will be used to identify low-lying areas in the vicinity of the proposed RIB sites that may be susceptible to 'daylighting', which is when the water table rises above ground surface as a result of excessive effluent disposal loading.

In addition, RCS will collect design plans, as-built drawings, and environmental resource permits for nearby developments from Polk County and the Water Management District. RCS will review and identify the recent and proposed major surface water management modifications at developments near the site. This includes any potential changes to stormwater drainage ditches and control elevations due to roadway modifications. This data will be used to develop a daylight constraint location map.

Deliverable: A map with restraint locations and table of constraint elevations will be provided.

Task 201.3 Conceptual Level Evaluation

Task 201.3a Estimate of Hydraulic Loading Rate

The purpose of the conceptual level evaluation is to consolidate site and regional hydrogeologic and hydrologic data into a set of assumptions and concepts that can be evaluated quantitatively. Using the data collected in Task 2, a conceptual evaluation of the suitability of the site for RIBs will be conducted. The evaluation will be based on the important features of the hydrogeological/hydrologic system within the study area. The conceptual evaluation will provide:

- Conceptual geologic cross sections of geologic/hydrologic framework (thicknesses and properties of aquifer units),
- Identification of published ranges of hydraulic properties (hydraulic conductivity, and storativity) for each aquifer unit,
- Identification of constraints that may limit RIB loading, and
- Range of anticipated RIB bottom area loading rates (gallons per day per square feet).
- A preliminary mounding analysis will be conducted using the empirical Hantush 1967 method. (Hantush, 1967) or regional groundwater flow models. The preliminary groundwater mounding analysis will provide guidance on the suitability of each site for RIBs. A more realistic representation of the vertical component of flow and anticipated mounding requires development of a site-specific finite-difference model, such as MODFLOW. The development of the site-specific MODFLOW model will be developed in Phase 2.

Deliverable: Memorandum with conceptual layout of RIBs and estimated hydraulic loading capacity per site.

Task 201.3b Conceptual RIB Design and Cost Estimate

Based on the modeling results, a conceptual design will be prepared for the proposed RIBs. This design will detail:

- Number of RIBs, estimated bottom area, and general site layout.



- Pipe network required for transmission of effluent to site.
- Compliance with regulatory requirements, such as FDEP buffer and setback guidelines.

A planning-level cost estimate will be provided, broken down by major components such as earthwork, fencing, grassing, pipework, and electrical systems.

Deliverables: A cost-benefit analysis will be provided, including conceptual RIB design drawings and a planning-level cost.

Task 201.4 Phase 1 Summary Report

A comprehensive report will be developed summarizing important data, discoveries, and conclusions for each task in Phase 1 of this project. In this report, site rankings and recommendation for the optimal placement of the Polk RIB based on all information presented in Phase 1 will be provided.

Deliverable: Report providing an evaluation of potential RIB sites will be provided. An online meeting will be conducted to review the results and decide upon which site(s) to move forward with in Phase 2.

Payment and Compensation

RCS will provide the outlined services on a time-and-materials basis, according to the attached billing schedule, with a not-to-exceed amount for Phase 1 of \$120,000. The estimated not-to-exceed cost of Phase 2 will be determined upon the completion of Phase 1. Estimated cost by tasks are provided below. RCS will submit monthly invoices, itemized by task, for payment.

Task #	Task Description	Other Direct Costs \$	Hours	Labor Costs \$	Total Costs \$
201.1	Project Coordination	1290	93	\$18,095.00	\$19,385.00
201.1a	Kickoff Meeting	170.00	12	\$2,290.00	\$2,460.00
201.1b	Monthly Coordination Meetings	390.00	28	\$5,505.00	\$5,895.00
201.1c	Project Coordination	340.00	24	\$4,855.00	\$5,195.00
201.1d	Geotech coordination	390.00	29	\$5,445.00	\$5,835.00
201.2	Data Collection and Review	\$1,960.00	158	\$27,925.00	\$29,885.00
201.2a	Regional Data	990.00	78	\$14,075.00	\$15,065.00
201.2b	Development of Regional Constraints	970.00	80	\$13,850.00	\$14,820.00
201.3	Conceptual Level Evaluation	\$3,935.00	289	\$56,695.00	\$60,630.00
201.3a	Estimate of Hydraulic Loading Rate	1960.00	148	\$27,985.00	\$29,945.00
201.3b	Conceptual RIB Design and Cost Estimate	1975.00	141	\$28,710.00	\$30,685.00
201.4	Phase 1 Summary Report	\$670.00	46	\$9,430.00	\$10,100.00
4	Phase 1 Summary Report	670.00	46	\$9,430.00	\$10,100.00
	TOTALS	\$7,855.00	586	\$112,145.00	\$120,000.00



Phase 2 RIB Design – Not Included in Budget

Once the RIB site(s) are selected a complete groundwater flow modeling analysis suitable for meeting the requirements of 62-610 F.A.C. will be conducted. The design requirements listed in Chapter 62-610.523 F.A.C require the following:

“(2) The design hydraulic loading (and application) rate shall be related to the hydraulic conductivity and transmissivity of the geologic formations at the project site which shall be evaluated in depth by the permittee, with assistance from organizations or individuals qualified by training or experience in soil science, geology and hydrology ...“

“(5) A ground water mounding analysis based on site-specific information shall be included in the engineering report. This analysis shall demonstrate acceptable long-term hydraulic performance of the system. The ground water mounding analysis shall demonstrate that the ground water mound will not intercept the ground surface during any portion of the loading cycle during any time of the year. The ground water mounding analysis shall demonstrate that increases in ground water elevations shall not interfere with reasonable uses of adjacent properties.”

Specifically, the groundwater analysis will consist of a RIB loading analysis, mounding analysis and the evaluation of potential offsite impacts. In order to accomplish these primary objectives a localized groundwater flow model for the selected RIB site(s) will be developed.

Task 201.5 Groundwater Modeling

Task 201.5a Development of a Conceptual Model

A conceptual model is an interpretation of the characteristics and dynamics of the physical hydrogeologic system. The purpose of the conceptual model is to consolidate site and regional hydrogeologic and hydrologic data into a set of assumptions and concepts that can be evaluated quantitatively. Using the data collected in Phase 1, supplemented with additional site-specific data, a conceptual model will be developed, describing the important features of the hydrogeological/hydrologic system within the study area.

The conceptual model shall include the following:

- Geological Data
 - Additional geotechnical testing will be required for the selected RIB site. RCS will provide guidance on additional testing needs for the selected site(s).
 - A geologic cross section of geologic/hydrologic framework (thicknesses and properties of aquifer units) will be developed.
 - Ranges of hydraulic properties (hydraulic conductivity, and storativity) for each aquifer unit will be identified.
- Development of a conceptual water budget within the study area (rainfall, evapotranspiration, pumping, groundwater baseflow, surface water discharge, spring discharges, etc.).
- Refinement of potential daylighting model constraints. Survey data will be required for the limiting constraints identified in Phase 1 near the selected RIB site.



This conceptual model will be the basis of the groundwater flow model. Therefore, the development of an accurate and technically defensible conceptual model is of critical importance, as it serves as the basis for the groundwater flow model. Calibrated groundwater models incorporating this region, including the District Wide Regulation Model (DWRM) developed for the Southwest Florida Water Management District and the Central Florida Transient Expanded (ECFTX) model developed by Central Florida Water Initiative (CFWI) Hydrologic Analysis Team (HAT) will be reviewed. Model parameters used in these models in the area of interested will be summarized and compared to onsite data for use in the development of the site-specific models.

Deliverable: None.

Task 201.5b Model Development

This task is vital for designing an effective RIB system tailored to site-specific conditions. A groundwater flow model of the proposed effluent disposal sites will be developed based on the conceptual model defined above. A multi-layer MODFLOW model simulating the surficial aquifer, confining units, and Upper Floridan Aquifers (UFA) will be developed to estimate the potential loading capacity of the effluent disposal sites, the respective discharge to surface waters, and potential indirect potable reuse to the UFA. This model will contain transient groundwater flow conditions corresponding to average, wet season, and dry season conditions.

The model will consist of an approximately 1.0 square mile area around the proposed effluent disposal site. Actual model boundaries will be defined by natural features surrounding the proposed site. A uniform grid density will be used to simulate:

To simulate field conditions, some of the required input parameters will include:

- Groundwater elevations
- Hydraulic conductivity and /or transmissivity
- Elevation of the aquifer base
- Elevation of the structural surface of the aquifer
- Vertical leakance between aquifer layers
- Aquifer storage coefficients
- Unit recharge rates

Model Boundary Conditions and Hydrogeologic Properties

As part of the numerical model development, it will be necessary to delineate the model boundaries around the proposed site to produce boundary conditions for the aquifers around the site. The model will not consider the impact of groundwater withdrawals from local private wells within the area of the proposed site.

Aquifer hydraulic properties including the following will be developed based on readily available published data:

- Soil types (and associated physical properties) within the rapid rate effluent disposal system footprint and associated vertical flow,
- Extent of the surficial aquifer beneath and in the vicinity of the proposed effluent disposal area and hydraulic conductivity (or transmissivity) and storage values, and



- Vertical leakage through the confining soil layers.

Establish Surficial Recharge

In the groundwater flow model, the recharge rates will be defined using information such as the amount of precipitation, runoff, and water lost to evaporation /transpiration within the modeled area. This parameter will be specifically important when simulating the response to effluent disposal loading under various weather patterns (e.g., wet/dry season).

The model parameters will be determined using the best available published information from a variety of sources including the ECFTx model, USGS, SFWMD, SWFMD, FGS, NOAA, and USGS. The model will be developed from existing information. When information is not available, boundary conditions and hydrogeological properties will be selected within typical ranges based on previous modeling experience. Once developed, the model-predicted groundwater elevations will be visually compared against published groundwater contour maps to determine the level of accuracy of the model.

Model Calibration

Model calibration refers to the process of adjusting aquifer hydraulic parameters (calibration parameters) in the model to obtain a close statistical match between field data (flows and heads) and model predicted data. The numerical model will be calibrated based on the data compiled during Phase 1 and the site-specific data collected in Phase 2.

Calibration of groundwater models is generally a three-step process consisting of:

1. Calibration of Hydraulic Properties
 - a. Accomplished by simulating Aquifer Performance Tests conducted within the model area
 - b. Compare observed drawdown curves with those simulated
 - c. Vary horizontal and vertical hydraulic conductivity until model predicted drawdown matches observed.
2. Calibration of Boundary Conditions
 - a. Calibration of boundary conditions
 - b. Compare average measured water level to model predicted
Residual = (Observed Water Level) - (Model-Predicted Water Level)
 - c. Good Calibration: Average residual close to zero and standard deviation less than one
3. Calibration Confirmation
 - a. Capability of the hydrologic model in predicting aquifer response to temporal variations in rainfall and aquifer recharge
 - b. Confirmation stress periods are set up based on rainfall events, time periods that have reliable data, and/or a time period of interest

Task 201.5c Development of Model Simulations

The model will be used to perform an effluent disposal loading analysis, mounding analysis, and the evaluation of potential offsite impacts.

A series of up to twelve simulations, varying the hydraulic loading rate at each site, will be conducted to determine the maximum loading rate for the effluent disposal sites allowable prior to exceeding the following constraint conditions:



- Breakout of groundwater above land surface (daylighting) due to loading of the effluent disposal system.
- Excessive increase in groundwater flow to surface waters.
- Groundwater elevations beneath the proposed facilities on the adjacent wastewater treatment plant exceed design depth-to-water assumptions.

A mounding analysis for each simulation, including contour maps, will be provided for the end of the wet season. In addition, a water budget analysis will be conducted for the existing conditions, and each simulation to quantify the increase in groundwater flow associated with the increase in effluent disposal. This water budget analysis will also be used to investigate the potential environmental impacts to nearby surface water features.

Deliverable: None

Task 201.6 Groundwater Mounding Analysis Report

A report summarizing the results of the numerical modeling will be completed. The report will contain a discussion of the model development, development of model simulation, and discussion of model results (mounding analysis and water budget analysis) to meet the deliverable requirement for the FDEP permitting for the RIB sites. The FDEP permit application will be completed by others.

Deliverable: Final Report - One electronic of the report will be provided for review. After review of the report, an electronic copy along with three final, signed and sealed copies will be provided. This will report will be included as an attachment to the preliminary design report required for permitting the RIBs. An electronic copy of the model input and output files will be provided.

Attachment A-4



February 4, 2025

Mr. Victor Godlewski, P.E.

Carollo

200 East Robinson Street, Suite 1400
Orlando, Florida 32801

Re: Proposal for Geotechnical Engineering Services
Polk County East Regional Utility Service Area (ERUSA) Site 1 Feasibility
Polk County, Florida
Madrid Proposal No. 15766

Dear Mr. Godlewski,

Madrid Engineering Group, Inc., dba Madrid CPWG, (Madrid) has been requested to provide an estimate for a geotechnical exploration for the potential commercial development to be constructed in Polk County, Florida. The purpose of the exploration is to collect subsurface soil information in order to provide data for the proposed design and construction. A final report with a summary of the exploration including a discussion of field activities performed, subsurface conditions, boring profiles, and laboratory test results will be provided.

Project Understanding

Based on information provided by the Client, Madrid understands that the potential development may consist of the construction of a new water production facility (WPF) and the wastewater treatment facility (WWTF).

In this proposal we assume that proposed boring locations are readily accessible to our equipment. We will advise you of the need for difficult access time for providing access to the proposed boring locations, should it prove necessary, prior to incurring any additional expense.

Should the above information or assumptions be inconsistent with planned construction, the Client should contact the Madrid office and allow necessary modifications to be made to the proposal.

Scope of Services:

The geotechnical engineering scope of services will include the following items.

AT THE READY

2030 State Road 60 East, Bartow, FL 33830
P: 863.533.9007

Athletic Complex Design

Commercial Development

Construction Engineering and Inspection (CEI)

Construction Management

Environmental Services and Water Resources

Geotechnical Engineering

Landscape Architecture

Land Development

Materials Testing

Municipal Services

Parks and Recreation

Pavement Management

Planning

Power Services

Roadway Design

Stormwater Services

Sinkhole Services

Structural Engineering

Surveying and Mapping

Transportation Utilities



- Field exploration, consisting of drilling, testing, and sampling of the subsurface materials and observation of current groundwater levels while drilling.
- Laboratory testing of recovered samples of the subsurface materials.
- Providing results in written report format.

Field Exploration

As requested, we propose to perform the following services:

- Site reconnaissance and stake borings.
- 811 utility locates.
- Mobilization to the site.
- One (1) 150-foot-deep or shallower Standard Penetration Test (SPT) boring to the top of the Upper Floridan Aquifer at the Client designated location.
- One (1) 50-foot-deep SPT boring at the Client designated location.
- Fifteen (15) 6-foot-deep hand auger borings at the Client designated locations.
- Four (4) Double Ring Infiltrometer (DRI) tests at the Client designated locations.

Report

The results of the subsurface exploration will be presented in a written geotechnical report. The geotechnical report will include the following items:

- A description of the site, fieldwork, laboratory testing, and general soil conditions encountered, together with a Boring Location Plan, and individual Test Boring Records.
- Measured apparent groundwater levels at boring locations.
- DRI test results.
- A pdf version of the geotechnical report will be prepared and submitted by email to the Client and design team. If requested by the Client, additional hard copies can be provided. The geotechnical report will be reviewed, signed, and sealed by a registered Professional Engineer in the State of Florida.

Services Not Included in Scope of Work

- Survey of boring locations by Madrid (stakes may be left at boring locations for later survey if desired).
- Delineation of any deleterious materials encountered.
- Construction Documents and Specifications.
- Design/engineering services other than those described herein.
- Evaluation of subsurface conditions in other areas of the site other than those described herein.
- Construction monitoring (QA/QC) or materials testing (CMT).
- Evaluation of sinkhole activity.



Fee & Schedule

TASK 1: FIELD SERVICES

	QUANTITY	RATE	UNIT	COST
SITE RECON/STAKE BORINGS (FIELD TECH)	1	\$ 460.00	/LS	\$ 460.00
DRILL RIG MOBILIZATION	1	\$ 650.00	/LS	\$ 650.00
SPT BORINGS (0-50')	100	\$ 16.00	/LF	\$ 1,600.00
SPT BORINGS (50'-100')	50	\$ 19.00	/LF	\$ 950.00
SPT BORINGS (100'-150')	50	\$ 30.00	/LF	\$ 1,500.00
TEMP. 3" CASING (0'-50')	50	\$ 10.00	/LF	\$ 500.00
TEMP. 3" CASING (50'-100')	50	\$ 13.00	/LF	\$ 650.00
BOREHOLE GROUT/BACKFILL (0-50')	100	\$ 6.50	/LF	\$ 650.00
BOREHOLE GROUT/BACKFILL (50'-100')	50	\$ 8.50	/LF	\$ 425.00
BOREHOLE GROUT/BACKFILL (100'-150')	50	\$ 11.50	/LF	\$ 575.00
HAND AUGER	90	\$ 12.00	/LF	\$ 1,080.00
DRI TEST	4	\$ 650.00	/EA	\$ 2,600.00
			Proposed Budget for Field Services	\$ 11,640.00

TASK 2: LABORATORY TESTING OF SOILS

VISUAL CLASSIFICATION/ BORING LOGS	5	\$ 110.00	/HR	\$ 550.00
ORGANIC CONTENT	10	\$ 48.00	/EA	\$ 480.00
MINUS 200 SIEVE PERCENT	50	\$ 50.00	/EA	\$ 2,500.00
MOISTURE CONTENT	50	\$ 18.00	/EA	\$ 900.00
			Proposed Budget for Laboratory Testing	\$ 4,430.00

TASK 3: PROFESSIONAL SERVICES AND REPORT

LUMP SUM	1	\$ 4,300.00	/LS	\$ 4,300.00
			Proposed Budget for Professional Services	\$ 4,300.00
TOTAL PROPOSED BUDGET				\$ 20,370.00

Borings will be located by handheld GPS; however, it is recommended that borings be staked by a registered surveyor prior to beginning the work. This proposal is valid for 90 days from the date estimated. Project will be billed Lump Sum by task, based on the scope provided. We anticipate beginning the field work approximately 2 to 3 weeks after receiving the authorization to proceed and field services will take approximately 4-5 days to complete. The final report summarizing our findings will be complete approximately 2 to 3 weeks following completion of the fieldwork. No additional work shall be completed without the client's prior approval. Should any additional work be required (such as additional drilling depth or delineation of deleterious materials based on findings), it will be billed at our standard unit rates.

Please refer to Madrid project number 15766 on all correspondence. If this proposal meets your approval, please sign in the space provided for Authorization to Proceed or provide a Purchase/Task Order and email a copy to our office. Should you have any questions or comments, please feel free to contact us.



Madrid Engineering Group, Inc.

Andre Kniazeff, P.E.
Geotechnical Engineering Division Leader

AUTHORIZATION TO PROCEED

Signature

Date



Madrid CPWG STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform additional services ("Additional Services"), and such Additional Services shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including in-house duplicating, local mileage, telephone calls, postage, and word processing. Other direct expenses will be billed at 1.15 times cost. Technical use of computers for design, analysis, GIS, and graphics, etc., will be billed at \$25.00 per hour.

(2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
- (c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, zoning or other land use regulations, etc., upon all of which the Consultant may rely.
- (d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
- (e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
- (g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require or the Consultant may reasonably request in furtherance of the project development.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope and timing of the Consultant's services or any defect or noncompliance in any aspect of the project. (i) Bear all costs incident to the responsibilities of the Client.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of an executed copy of this Agreement and will complete the services in a reasonable time. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:

- (a) Invoices will be submitted periodically, via regular mail or email, for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services until all amounts due are paid in full.
- (b) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing.
- (c) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the

Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Any authorization or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the Client and the Consultant. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Only printed copies of documents conveyed by the Consultant may be relied upon. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care.** In performing its professional services, the Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or

\$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable to the Client or those claiming by or through the Client for lost profits or consequential damages, for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(12) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(13) **Hazardous Substances and Conditions.**

(a) Services related to determinations involving hazardous substances or conditions, as defined by federal or state law, are limited to those tasks expressly stated in the scope of services. In any event, Consultant shall not be a



custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation.

1. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated. The parties shall decide if Consultant is to proceed with its services and if Consultant is to conduct testing and evaluations, and the parties may enter into further agreements as to the additional scope, fee, and terms for such services.

(14) Construction Phase Services.

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(15) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The

Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(16) Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(17) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



February 4, 2025

Mr. Victor Godlewski, P.E.

Carollo

200 East Robinson Street, Suite 1400
Orlando, Florida 32801

Re: Proposal for Geotechnical Engineering Services
Polk County East Regional Utility Service Area (ERUSA) Site 2 Feasibility
Polk County, Florida
Madrid Proposal No. 15767

Dear Mr. Godlewski,

Madrid Engineering Group, Inc., dba Madrid CPWG, (Madrid) has been requested to provide an estimate for a geotechnical exploration for the potential commercial development to be constructed in Polk County, Florida. The purpose of the exploration is to collect subsurface soil information in order to provide data for the proposed design and construction. A final report with a summary of the exploration including a discussion of field activities performed, subsurface conditions, boring profiles, and laboratory test results will be provided.

Project Understanding

Based on information provided by the Client, Madrid understands that the potential development may consist of the construction of a new water production facility (WPF) and the wastewater treatment facility (WWTF).

In this proposal we assume that proposed boring locations are readily accessible to our equipment. We will advise you of the need for difficult access time for providing access to the proposed boring locations, should it prove necessary, prior to incurring any additional expense.

Should the above information or assumptions be inconsistent with planned construction, the Client should contact the Madrid office and allow necessary modifications to be made to the proposal.

Scope of Services:

The geotechnical engineering scope of services will include the following items.

AT THE READY

2030 State Road 60 East, Bartow, FL 33830
P: 863.533.9007

Athletic Complex Design

Commercial Development

Construction Engineering and Inspection (CEI)

Construction Management

Environmental Services and Water Resources

Geotechnical Engineering

Landscape Architecture

Land Development

Materials Testing

Municipal Services

Parks and Recreation

Pavement Management

Planning

Power Services

Roadway Design

Stormwater Services

Sinkhole Services

Structural Engineering

Surveying and Mapping

Transportation Utilities



- Field exploration, consisting of drilling, testing, and sampling of the subsurface materials and observation of current groundwater levels while drilling.
- Laboratory testing of recovered samples of the subsurface materials.
- Providing results in written report format.

Field Exploration

As requested, we propose to perform the following services:

- Site reconnaissance and stake borings.
- 811 utility locates.
- Mobilization to the site.
- One (1) 150-foot-deep or shallower Standard Penetration Test (SPT) boring to the top of the Upper Floridan Aquifer at the Client designated location.
- One (1) 50-foot-deep SPT boring at the Client designated location.
- Fifteen (15) 6-foot-deep hand auger borings at the Client designated locations.
- Four (4) Double Ring Infiltrometer (DRI) tests at the Client designated locations.

Report

The results of the subsurface exploration will be presented in a written geotechnical report. The geotechnical report will include the following items:

- A description of the site, fieldwork, laboratory testing, and general soil conditions encountered, together with a Boring Location Plan, and individual Test Boring Records.
- Measured apparent groundwater levels at boring locations.
- DRI test results.
- A pdf version of the geotechnical report will be prepared and submitted by email to the Client and design team. If requested by the Client, additional hard copies can be provided. The geotechnical report will be reviewed, signed, and sealed by a registered Professional Engineer in the State of Florida.

Services Not Included in Scope of Work

- Survey of boring locations by Madrid (stakes may be left at boring locations for later survey if desired).
- Delineation of any deleterious materials encountered.
- Construction Documents and Specifications.
- Design/engineering services other than those described herein.
- Evaluation of subsurface conditions in other areas of the site other than those described herein.
- Construction monitoring (QA/QC) or materials testing (CMT).
- Evaluation of sinkhole activity.



Fee & Schedule

TASK 1: FIELD SERVICES

	QUANTITY	RATE	UNIT	COST
SITE RECON/STAKE BORINGS (FIELD TECH)	1	\$ 460.00	/LS	\$ 460.00
DRILL RIG MOBILIZATION	1	\$ 650.00	/LS	\$ 650.00
SPT BORINGS (0-50')	100	\$ 16.00	/LF	\$ 1,600.00
SPT BORINGS (50'-100')	50	\$ 19.00	/LF	\$ 950.00
SPT BORINGS (100'-150')	50	\$ 30.00	/LF	\$ 1,500.00
TEMP. 3" CASING (0'-50')	50	\$ 10.00	/LF	\$ 500.00
TEMP. 3" CASING (50'-100')	50	\$ 13.00	/LF	\$ 650.00
BOREHOLE GROUT/BACKFILL (0-50')	100	\$ 6.50	/LF	\$ 650.00
BOREHOLE GROUT/BACKFILL (50'-100')	50	\$ 8.50	/LF	\$ 425.00
BOREHOLE GROUT/BACKFILL (100'-150')	50	\$ 11.50	/LF	\$ 575.00
HAND AUGER	90	\$ 12.00	/LF	\$ 1,080.00
DRI TEST	4	\$ 650.00	/EA	\$ 2,600.00
Proposed Budget for Field Services				\$ 11,640.00

TASK 2: LABORATORY TESTING OF SOILS

VISUAL CLASSIFICATION/ BORING LOGS	5	\$ 110.00	/HR	\$ 550.00
ORGANIC CONTENT	10	\$ 48.00	/EA	\$ 480.00
MINUS 200 SIEVE PERCENT	50	\$ 50.00	/EA	\$ 2,500.00
MOISTURE CONTENT	50	\$ 18.00	/EA	\$ 900.00
Proposed Budget for Laboratory Testing				\$ 4,430.00

TASK 3: PROFESSIONAL SERVICES AND REPORT

LUMP SUM	1	\$ 4,300.00	/LS	\$ 4,300.00
Proposed Budget for Professional Services				\$ 4,300.00
TOTAL PROPOSED BUDGET				\$ 20,370.00

Borings will be located by handheld GPS; however, it is recommended that borings be staked by a registered surveyor prior to beginning the work. This proposal is valid for 90 days from the date estimated. Project will be billed Lump Sum by task, based on the scope provided. We anticipate beginning the field work approximately 2 to 3 weeks after receiving the authorization to proceed and field services will take approximately 4-5 days to complete. The final report summarizing our findings will be complete approximately 2 to 3 weeks following completion of the fieldwork. No additional work shall be completed without the client's prior approval. Should any additional work be required (such as additional drilling depth or delineation of deleterious materials based on findings), it will be billed at our standard unit rates.

Please refer to Madrid project number 15767 on all correspondence. If this proposal meets your approval, please sign in the space provided for Authorization to Proceed or provide a Purchase/Task Order and email a copy to our office. Should you have any questions or comments, please feel free to contact us.



Madrid Engineering Group, Inc.

Andre Kniazeff, P.E.
Geotechnical Engineering Division Leader

AUTHORIZATION TO PROCEED

Signature

Date



Madrid CPWG STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform additional services ("Additional Services"), and such Additional Services shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including in-house duplicating, local mileage, telephone calls, postage, and word processing. Other direct expenses will be billed at 1.15 times cost. Technical use of computers for design, analysis, GIS, and graphics, etc., will be billed at \$25.00 per hour.

(2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
- (c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, zoning or other land use regulations, etc., upon all of which the Consultant may rely.
- (d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
- (e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
- (g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require or the Consultant may reasonably request in furtherance of the project development.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope and timing of the Consultant's services or any defect or noncompliance in any aspect of the project. (i) Bear all costs incident to the responsibilities of the Client.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of an executed copy of this Agreement and will complete the services in a reasonable time. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:

- (a) Invoices will be submitted periodically, via regular mail or email, for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services until all amounts due are paid in full.
- (b) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing.
- (c) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the

Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Any authorization or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the Client and the Consultant. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Only printed copies of documents conveyed by the Consultant may be relied upon. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care.** In performing its professional services, the Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or

\$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable to the Client or those claiming by or through the Client for lost profits or consequential damages, for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(12) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(13) **Hazardous Substances and Conditions.**

(a) Services related to determinations involving hazardous substances or conditions, as defined by federal or state law, are limited to those tasks expressly stated in the scope of services. In any event, Consultant shall not be a

custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation.

1. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated. The parties shall decide if Consultant is to proceed with its services and if Consultant is to conduct testing and evaluations, and the parties may enter into further agreements as to the additional scope, fee, and terms for such services.

(14) Construction Phase Services.

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(15) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The

Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(16) Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(17) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



February 4, 2025

Mr. Victor Godlewski, P.E.

Carollo

200 East Robinson Street, Suite 1400
Orlando, Florida 32801

Re: Proposal for Geotechnical Engineering Services
Polk County East Regional Utility Service Area (ERUSA) Site 3 Feasibility
Polk County, Florida
Madrid Proposal No. 15768

Dear Mr. Godlewski,

Madrid Engineering Group, Inc., dba Madrid CPWG, (Madrid) has been requested to provide an estimate for a geotechnical exploration for the potential commercial development to be constructed in Polk County, Florida. The purpose of the exploration is to collect subsurface soil information in order to provide data for the proposed design and construction. A final report with a summary of the exploration including a discussion of field activities performed, subsurface conditions, boring profiles, and laboratory test results will be provided.

Project Understanding

Based on information provided by the Client, Madrid understands that the potential development may consist of the construction of a new water production facility (WPF) and the wastewater treatment facility (WWTF).

In this proposal we assume that proposed boring locations are readily accessible to our equipment. We will advise you of the need for difficult access time for providing access to the proposed boring locations, should it prove necessary, prior to incurring any additional expense.

Should the above information or assumptions be inconsistent with planned construction, the Client should contact the Madrid office and allow necessary modifications to be made to the proposal.

Scope of Services:

The geotechnical engineering scope of services will include the following items.

AT THE READY

2030 State Road 60 East, Bartow, FL 33830
P: 863.533.9007

Athletic Complex Design

Commercial Development

Construction Engineering and Inspection (CEI)

Construction Management

Environmental Services and Water Resources

Geotechnical Engineering

Landscape Architecture

Land Development

Materials Testing

Municipal Services

Parks and Recreation

Pavement Management

Planning

Power Services

Roadway Design

Stormwater Services

Sinkhole Services

Structural Engineering

Surveying and Mapping

Transportation Utilities



- Field exploration, consisting of drilling, testing, and sampling of the subsurface materials and observation of current groundwater levels while drilling.
- Laboratory testing of recovered samples of the subsurface materials.
- Providing results in written report format.

Field Exploration

As requested, we propose to perform the following services:

- Site reconnaissance and stake borings.
- 811 utility locates.
- Mobilization to the site.
- One (1) 150-foot-deep or shallower Standard Penetration Test (SPT) boring to the top of the Upper Floridan Aquifer at the Client designated location.
- One (1) 50-foot-deep SPT boring at the Client designated location.
- Fifteen (15) 6-foot-deep hand auger borings at the Client designated locations.
- Four (4) Double Ring Infiltrometer (DRI) tests at the Client designated locations.

Report

The results of the subsurface exploration will be presented in a written geotechnical report. The geotechnical report will include the following items:

- A description of the site, fieldwork, laboratory testing, and general soil conditions encountered, together with a Boring Location Plan, and individual Test Boring Records.
- Measured apparent groundwater levels at boring locations.
- DRI test results.
- A pdf version of the geotechnical report will be prepared and submitted by email to the Client and design team. If requested by the Client, additional hard copies can be provided. The geotechnical report will be reviewed, signed, and sealed by a registered Professional Engineer in the State of Florida.

Services Not Included in Scope of Work

- Survey of boring locations by Madrid (stakes may be left at boring locations for later survey if desired).
- Delineation of any deleterious materials encountered.
- Construction Documents and Specifications.
- Design/engineering services other than those described herein.
- Evaluation of subsurface conditions in other areas of the site other than those described herein.
- Construction monitoring (QA/QC) or materials testing (CMT).
- Evaluation of sinkhole activity.



Fee & Schedule

TASK 1: FIELD SERVICES

	QUANTITY	RATE	UNIT	COST
SITE RECON/STAKE BORINGS (FIELD TECH)	1	\$ 460.00	/LS	\$ 460.00
DRILL RIG MOBILIZATION	1	\$ 650.00	/LS	\$ 650.00
SPT BORINGS (0-50')	100	\$ 16.00	/LF	\$ 1,600.00
SPT BORINGS (50'-100')	50	\$ 19.00	/LF	\$ 950.00
SPT BORINGS (100'-150')	50	\$ 30.00	/LF	\$ 1,500.00
TEMP. 3" CASING (0'-50')	50	\$ 10.00	/LF	\$ 500.00
TEMP. 3" CASING (50'-100')	50	\$ 13.00	/LF	\$ 650.00
BOREHOLE GROUT/BACKFILL (0-50')	100	\$ 6.50	/LF	\$ 650.00
BOREHOLE GROUT/BACKFILL (50'-100')	50	\$ 8.50	/LF	\$ 425.00
BOREHOLE GROUT/BACKFILL (100'-150')	50	\$ 11.50	/LF	\$ 575.00
HAND AUGER	90	\$ 12.00	/LF	\$ 1,080.00
DRI TEST	4	\$ 650.00	/EA	\$ 2,600.00
Proposed Budget for Field Services				\$ 11,640.00

TASK 2: LABORATORY TESTING OF SOILS

VISUAL CLASSIFICATION/ BORING LOGS	5	\$ 110.00	/HR	\$ 550.00
ORGANIC CONTENT	10	\$ 48.00	/EA	\$ 480.00
MINUS 200 SIEVE PERCENT	50	\$ 50.00	/EA	\$ 2,500.00
MOISTURE CONTENT	50	\$ 18.00	/EA	\$ 900.00
Proposed Budget for Laboratory Testing				\$ 4,430.00

TASK 3: PROFESSIONAL SERVICES AND REPORT

LUMP SUM	1	\$ 4,300.00	/LS	\$ 4,300.00
Proposed Budget for Professional Services				\$ 4,300.00
TOTAL PROPOSED BUDGET				\$ 20,370.00

Borings will be located by handheld GPS; however, it is recommended that borings be staked by a registered surveyor prior to beginning the work. This proposal is valid for 90 days from the date estimated. Project will be billed Lump Sum by task, based on the scope provided. We anticipate beginning the field work approximately 2 to 3 weeks after receiving the authorization to proceed and field services will take approximately 4-5 days to complete. The final report summarizing our findings will be complete approximately 2 to 3 weeks following completion of the fieldwork. No additional work shall be completed without the client's prior approval. Should any additional work be required (such as additional drilling depth or delineation of deleterious materials based on findings), it will be billed at our standard unit rates.

Please refer to Madrid project number 15768 on all correspondence. If this proposal meets your approval, please sign in the space provided for Authorization to Proceed or provide a Purchase/Task Order and email a copy to our office. Should you have any questions or comments, please feel free to contact us.



Madrid Engineering Group, Inc.

Andre Kniazeff, P.E.
Geotechnical Engineering Division Leader

AUTHORIZATION TO PROCEED

Signature

Date



Madrid CPWG STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform additional services ("Additional Services"), and such Additional Services shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including in-house duplicating, local mileage, telephone calls, postage, and word processing. Other direct expenses will be billed at 1.15 times cost. Technical use of computers for design, analysis, GIS, and graphics, etc., will be billed at \$25.00 per hour.

(2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
- (c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, zoning or other land use regulations, etc., upon all of which the Consultant may rely.
- (d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
- (e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
- (g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require or the Consultant may reasonably request in furtherance of the project development.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope and timing of the Consultant's services or any defect or noncompliance in any aspect of the project. (i) Bear all costs incident to the responsibilities of the Client.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of an executed copy of this Agreement and will complete the services in a reasonable time. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:

- (a) Invoices will be submitted periodically, via regular mail or email, for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services until all amounts due are paid in full.
- (b) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing.
- (c) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the

Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Any authorization or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the Client and the Consultant. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Only printed copies of documents conveyed by the Consultant may be relied upon. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care.** In performing its professional services, the Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or

\$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable to the Client or those claiming by or through the Client for lost profits or consequential damages, for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(12) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(13) **Hazardous Substances and Conditions.**

(a) Services related to determinations involving hazardous substances or conditions, as defined by federal or state law, are limited to those tasks expressly stated in the scope of services. In any event, Consultant shall not be a

custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation.

1. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated. The parties shall decide if Consultant is to proceed with its services and if Consultant is to conduct testing and evaluations, and the parties may enter into further agreements as to the additional scope, fee, and terms for such services.

(14) Construction Phase Services.

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(15) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The

Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(16) Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(17) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Attachment A-5

January 29, 2025

Mr. Victor Godlewski, PE
Senior Project Manager | Vice President
Carollo Engineers
200 E. Robinson Street, Suite 1400
Orlando, FL 32801
vgodlewski@carollo.com

**RE: Professional Services Proposal
ERUSA WPF & WWTF
CivilSurv File: P25-01-05**

Mr. Godlewski:

CivilSurv Design Group, Inc. (CivilSurv) is pleased to submit this proposal to Carollo Engineers, Inc. (Carollo) for Professional Services associated with the ERUSA WPF and WWTF project (Project). This proposal provides an overview of the services to be provided by CivilSurv.

A. Project Background and Description

Polk County Utilities (PCU) serves water and wastewater customers in its East Region Utility Service Area (ERUSA) which is generally located north and west of Lake Pierce and south of the Poinciana area. The Poinciana area, which is adjacent to the ERUSA, has experienced substantial growth in recent years. The Polk County Board of County Commissioners anticipate that growth will continue into the ERUSA and has instructed PCU to plan for such growth. PCU recently completed a Master Plan update for the ERUSA, which recommended the construction of a new regional water production facility (WPF) and wastewater treatment facility (WWTF). Potential sites for the new WPF and WWTF are currently being evaluated by PCU. Up to 3 potential sites are anticipated to be advanced to the due diligence review stage.

Carollo has been selected by PCU through RFP 24-551 to complete the Project. Carollo has requested that CivilSurv provide engineering services in support of the Project. For the initial task, CivilSurv's support services will be limited to those related to site civil, stormwater management, and environmental resource permitting.

B. Scope of Services

Upon authorization to proceed from Carollo, CivilSurv will provide the following identified services. CivilSurv shall ensure that all design, bid, and construction documents produced by



CivilSurv will be consistent with the Polk County Utilities Standards and Specifications Manual, latest edition, and other specified PCU requirements.

Phase 100 – Project Management

Task 101 – Project Management

This task consists of overall management of the Project including contract administration, budget management, invoicing, monthly status reports, scheduling, and coordination with Carollo.

Task 102 – Kick-off Meeting and Review Meetings

CivilSurv will attend one kickoff meeting with Carollo and PCU. A meeting agenda and meeting minutes will be prepared by others. Additionally, a meeting with Carollo and PCU is anticipated to discuss the results of the preliminary engineering report.

Phase 200 – Support Services – NOT INCLUDED

Phase 300 – Preliminary Design

Task 301 – Data Collection / Site Visits

CivilSurv will perform a desktop review of up to 3 Project sites to be identified by PCU. The desktop review will include the collection and review available data related to the Project, such as parcel data, topographic data, land use data, zoning data, national wetlands inventory data, soils data, FEMA floodplain data, aerial image data, drainage basin characteristics, water management district boundary, and environmental resource permit data. In addition to the desktop review, CivilSurv will conduct a site visit at each of the 3 sites to review existing site conditions and gather general information related to stormwater and drainage conditions.

CivilSurv will prepare a technical memorandum for each site to summarize the data collection effort and site observations. The technical memorandums will include a conclusion that summarizes site constraints and the estimated acreage to be allocated for stormwater management ponds. The stormwater management pond acreage estimate will be a conceptual level approximation based on the available information. The pond acreage estimate will be subject to change, pending the design phase to be performed under a separate authorization.

This task consists of the preparation of up to 3 technical memorandums. One (1) electronic copy in Portable Document Format of the technical memorandums shall be submitted to Carollo.

Phase 400 – Final Design Documents – NOT INCLUDED

Phase 500 – Permitting Services – NOT INCLUDED

Phase 600 – Bid Phase Services – NOT INCLUDED

Phase 700 – Construction Administration Services – NOT INCLUDED

Phase 800 – Resident Project Representative Services – NOT INCLUDED

C. Deliverables

CivilSurv shall prepare and submit to Carollo, including electronic format when applicable, the following deliverables:

Task	Activity	Deliverable
301	Data Collection / Site Visits	One (1) electronic copy (Portable Document Format) of up to 3 technical memorandums

D. Schedule

CivilSurv will proceed with the services identified herein immediately upon receipt of a purchase order. CivilSurv will coordinate with Carollo to follow a mutually agreeable Project schedule.

E. Compensation

This proposal establishes a not-to-exceed cost of \$23,430. Compensation for the services performed under this proposal shall be on an hourly, not-to-exceed basis using the attached hourly rate schedule. Other direct costs or expenses incurred in connection with this proposal will not be invoiced as these expenses have been accounted for in the rate multiplier associated with the hourly rate schedule. A summary of the estimated labor costs is provided in Attachment A-1 for reference only. Each invoice submittal shall include a tabular summary of the originally estimated labor costs by phase in accordance with Attachment A-1, fees invoiced to date, and the balance remaining per phase. The transfer of funds between defined phases is not permitted unless approved in advance in writing by Carollo. To request consideration for such a transfer, CivilSurv must submit satisfactory written justification to transfer unused funds from phases with completed tasks or tasks clearly tracking under budget to phases with tasks requiring additional funding. In addition, the transfer of funds shall not exceed the total authorized fee for the Project.

Invoices for not-to-exceed projects shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional documentation may be requested by Carollo and, if so requested, shall be furnished by CivilSurv. In addition, all invoices shall be submitted with the purchase order number on the invoice.

F. Carollo's Responsibilities

Carollo will provide the following information to CivilSurv and / or perform the following services related to the Project:

- Site Specific Topographic Survey Data, Geotechnical Data, and Ecological Data
- Coordinate / Provide Access to the Project site(s)

G. Services Not Included

The following services are not included in the Scope of Services for the Project:

- Topographic Survey
- Subsurface Utility Engineering
- Wetland Assessment / Delineation Services
- Threatened and Endangered Species
- Geotechnical Engineering
- Structural Engineering
- Engineering Design
- Permitting
- Construction Administration Services
- Resident Project Representative Services

H. Assumptions

The Scope of Services and compensation arrangement outlined in this proposal are based on the following assumptions:

- The WPF and WWTF are to be located on the same property.
- Evaluation of offsite improvement or routes to connect the potential sites to the existing utility systems is not included.
- The conceptual configuration of the WTP and WWTF components will be prepared by others.
- The sites could potentially include facilities for other County Divisions. The sites are anticipated to be evaluated strictly for the purpose of accommodating PCU requirements. Further evaluation of the sites to determine suitability for other County Division facilities will be performed, if needed, under a separate authorization.

CLOSING

This proposal is valid for a period of 60 days. We appreciate this opportunity to work with Carollo Engineers. If you have any questions, please do not hesitate to contact us at 863-646-4771.

Respectfully submitted,

CIVILSURV DESIGN GROUP, INC.



Mark J. Frederick, PE, CFM, ENV SP, PMP
Vice President of Civil Engineering

Attachments:

- A-1 Budget Estimate
- A-2 Rate Schedule

Attachment A-1

ERUSA WPF & WWTF

Tasks	Principal		Director		Project Mgr.		Sr. Associate		Associate 2		Associate 1		Administrative Assistant		CSDG Labor	Reimbursable Expenses	Total
	\$250 per hour		\$230 per hour		\$160 per hour		\$150 per hour		\$130 per hour		\$90 per hour		\$125 per hour				
	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost			
PHASE 100 - PROJECT MANAGEMENT																	
Task 101 - Project Management	0	\$ -	2	\$ 460.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	2	\$ 250.00	\$ 710.00	\$ -	\$ 710.00
Task 102 - Kick-off Meeting and Review Meetings	2	\$ 500.00	6	\$ 1,380.00	0	\$ -	0	\$ -	6	\$ 780.00	0	\$ -	0	\$ -	\$ 2,660.00	\$ -	\$ 2,660.00
Total Phase 100	2	\$ 500.00	8	\$ 1,840.00	0	\$ -	0	\$ -	6	\$ 780.00	0	\$ -	2	\$ 250.00	\$ 3,370.00	\$ -	\$ 3,370.00
PHASE 200 - NOT INCLUDED																	
Task 201 - Subsurface Utility Engineering	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	\$ -	\$ -
Task 202 - Land Surveying Services	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	\$ -	\$ -
Task 203 - Threatened and Endangered Species	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	\$ -	\$ -
Total Phase 200	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	\$ -	\$ -
PHASE 300 - PRELIMINARY DESIGN																	
301.1 - Desktop Review	1	\$ 250.00	4	\$ 920.00	0	\$ -	0	\$ -	24	\$ 3,120.00	0	\$ -	0	\$ -	\$ 4,290.00	\$ -	\$ 4,290.00
301.2 - Site Visits	1	\$ 250.00	18	\$ 4,140.00	0	\$ -	0	\$ -	24	\$ 3,120.00	0	\$ -	0	\$ -	\$ 7,510.00	\$ -	\$ 7,510.00
301.3 - Technical Memorandums	4	\$ 1,000.00	18	\$ 4,140.00	0	\$ -	0	\$ -	24	\$ 3,120.00	0	\$ -	0	\$ -	\$ 8,260.00	\$ -	\$ 8,260.00
Total Phase 300	6	\$ 1,500.00	40	\$ 9,200.00	0	\$ -	0	\$ -	72	\$ 9,360.00	0	\$ -	0	\$ -	\$ 20,060.00	\$ -	\$ 20,060.00
PHASE 400 - NOT INCLUDED																	
Total Phase 400	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	\$ -	\$ -
PHASE 500 - NOT INCLUDED																	
Total Phase 500	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	\$ -	\$ -
PHASE 600 - NOT INCLUDED																	
Total Phase 600	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	\$ -	\$ -
PHASE 700 - NOT INCLUDED																	
Total Phase 700	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	\$ -	\$ -
PHASE 800 - NOT INCLUDED																	
Total Phase 800	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	\$ -	\$ -
Total Estimated Cost	8	\$ 2,000.00	48	\$ 11,040.00	0	\$ -	0	\$ -	78	\$ 10,140.00	0	\$ -	2	\$ 250.00	\$ 23,430.00	\$ -	\$ 23,430.00

Labor Multiplier Calculation

CivilSurv Design Group, Inc. – FDOT FAR Audited Rates

Actual Payroll	1.00
Facilities Costs and Capital	0.12
Reimbursable Expenses	0.05 – Polk County
<u>Actual General Overhead</u>	<u>1.34</u>
Actual Sub-Total	2.51
<u>Profit (@15%)</u>	<u>0.38</u>
Reduced Polk County Rate	2.89



Schedule of Professional Rates

Job Classification	Range of Hourly Billing Rates		Range of Direct Labor Rates	
	Minimum	Maximum	Minimum	Maximum
Administrative Assistant	\$57.80	\$144.50	\$20.00	\$50.00
Associate 1	\$46.24	\$92.48	\$16.00	\$32.00
Associate 2	\$72.25	\$144.50	\$25.00	\$50.00
Associate 3	\$101.15	\$173.40	\$35.00	\$60.00
Sr. Associate	\$130.05	\$202.30	\$45.00	\$70.00
Project Manager	\$101.15	\$231.20	\$35.00	\$80.00
Sr. Project Manager	\$130.05	\$260.10	\$45.00	\$90.00
Director	\$173.40	\$289.00	\$60.00	\$100.00
Principal	\$216.75	\$350.00	\$75.00	\$140.00
Survey Crew	\$115.60	\$346.80	\$40.00	\$120.00
Specialty Survey Crew	\$173.40	\$375.70	\$60.00	\$130.00
SUE Equipment (Direct Rate)	\$50.00	\$75.00	\$50.00	\$75.00

The above wages are based on the current ranges of CivilSurv Design Group, Inc. personnel that work in the above various disciplines. The billing rates on our proposed rate with a multiplier of 2.89. *Invoices will show as actual calculations. Values include potential cost increases over term of contract for maximum value.*



**Exhibit "B", Fee Schedule
Board of County Commissioners of Polk County
East Regional Water Production and Wastewater
Treatment Facilities-Site Evaluations**

**Carollo Engineers, Inc.
Labor Multiplier Calculation**

Direct Labor	1.00
Employee Fringe Benefits	0.57
Overhead/General & Administration	<u>1.24</u>
Subtotal	2.81
Profit (at 6.7%)	0.19
Other Direct Costs	<u>0.05</u>
Total Labor Multiplier Including Profit	3.05

Exhibit "B"
Board of County Commissioners of Polk County
East Regional Water Production and Wastewater
Treatment Facilities-Site Evaluations
Carollo Engineers, Inc.
Rate Schedule

Personnel Classification	Range of Direct Labor Rates		Range of Hourly Billing Rates*	
Assistant Professional	\$ 31.65	\$ 50.43	\$ 96.53	\$ 153.80
Professional	\$ 50.43	\$ 59.14	\$ 153.81	\$ 180.39
Project Professional	\$ 59.15	\$ 73.38	\$ 180.40	\$ 223.82
Lead Professional	\$ 73.40	\$ 89.10	\$ 223.86	\$ 271.74
Senior Professional	\$ 89.11	\$ 105.66	\$ 271.78	\$ 322.25
Technician	\$ 28.17	\$ 40.34	\$ 85.92	\$ 123.04
Lead Technician	\$ 40.35	\$ 64.69	\$ 123.05	\$ 197.30
Senior Technician	\$ 64.69	\$ 68.87	\$ 197.31	\$ 210.04
Admin/Clerical	\$ 16.00	\$ 29.91	\$ 48.80	\$ 91.22
Document Processing	\$ 29.91	\$ 44.17	\$ 91.23	\$ 134.72

* Refer to multiplier calculation attached.

Exhibit "B"
Board of County Commissioners of Polk County
East Regional Water Production and Wastewater
Treatment Facilities-Site Evaluations
Carollo Engineers, Inc.
Personnel Classification

Assistant Professional

BS or MS degree
Typical years of experience: 0-4 years
Engineer In Training certification
Staff level role on projects with strong assistance from Professionals and Project Professionals

Professional

BS or MS degree
Typical years of experience: 2-6 years
Professional Registration for Engineers
Increased responsibility in role on project team and/or lead role on small to medium projects with limited complexity.

Project Professional

BS or MS degree
Typical years of experience: 4-12 years
Professional Registration for Engineers
Project Engineer role with ability to function independently with minimum assistance from supervisors and/or Design/Project Manager on smaller projects with limited complexity.

Lead Professional

BS or MS degree
Typical years of experience: 8-16 years
Professional Registration for Engineers
Management Role during delivery of smaller projects with limited technical complexity.

Senior Professional

BS or MS degree
Typical years of experience: more than 16 years
Professional Registration for Engineers
Management/Senior Management Role during delivery of medium to large projects and/or multiple projects with medium to high technical complexity.

Technician

HS Diploma or equivalent

Typical years of experience: 0-5 years

Provides assistance to engineering and design staff in preparation of contract engineering drawings and related materials.

Lead Technician

AS or AA degree

Typical years of experience: More than 10 years

Proficient in detail design including coordination on drawing production and supervisory and management experience.

Senior Technician

AS or AA degree

Typical years of experience: More than 15 years

Proficient at 3-D modeling and BIM design.

Proficient in advanced detail design including QA/QC functions and management experience.

Admin/Clerical

HS Diploma or equivalent

Basic administrative and clerical duties including producing and formatting documents, proofreading, and using directory structures.

Document Processing

HS Diploma or equivalent

Performs document processing tasks including specifications, design and technical reports, proofreading, training employees on document processing, and maintaining document structures.

Fran McAskill
Director
Procurement Division



330 West Church Street
P.O. Box 9005, Drawer AS05
Bartow, Florida 33831-9005
Phone: (863) 534-6757
Fax: (863) 534-6789
www.polk-county.net

EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

- | | |
|--|--|
| 1. Subcontractor Services | Actual Costs |
| 2. Special Consultants | Actual costs |
| 3. Travel Expenses | In accordance with Chapter 112.061, F.S.;
and further defined in the Polk County Employee Handbook. |
| 4. Pre-approved Equipment
(includes purchase and rental of equipment used in project) | Actual Costs |



Polk County
Board of County Commissioners

Agenda Item H.3.

5/20/2025

SUBJECT

Approve Construction Agreement with CSX Transportation, Inc., (CSX) for the CR 35A Kathleen Road @ Deeson Road Intersection Improvement Project. Also accept a Deed of Easement from CSX and approve payment for the purchase thereof. (\$541,047 one-time expense)

DESCRIPTION

The Kathleen Road @ Deeson Road Intersection Improvement Project is in the County's current CIP. The scope of the improvements includes a new traffic signal, lengthening the left turn lane on Kathleen Road northbound, and adding a new right turn lane on Kathleen Road southbound, and making a connection between the existing sidewalks on Deeson Road and Kathleen Road with a new section of sidewalk.

The CSX railroad tracks run parallel to and to the west of Kathleen Road and cross over Deeson Road. CSX will be required to make adjustments to their crossing arms and associated equipment to allow for the construction of the intersection improvements. The cost for CSX to make the adjustments is \$495,747.

Additionally, CSX requires a perpetual easement for the operation and maintenance of the roadway and associated facilities located within its right-of-way. An easement area was identified which was reviewed and approved by CSX. An appraisal was completed for the easement and CSX has agreed to accept the County's appraised value in the amount of \$45,300 for the easement.

RECOMMENDATION

Request Board approve Construction Agreement with CSX in the amount of \$495,747 to pay for the adjustments to the railroad crossing on Deeson Road. Also request Board accept a Deed of Easement from CSX and approved payment for the purchase of the easement in the amount of \$45,300 to CSX Transportation, Inc..

FISCAL IMPACT

Funds are budgeted in the Transportation Trust Fund.

CONTACT INFORMATION

Douglas Gable, P.E.
Engineering Manager - Interim
Roads & Drainage Division
(863) 535-2285

Jay M. Jarvis, P.E.
Roads & Drainage Division Director
(863) 535-2200

CONSTRUCTION AGREEMENT

This Construction Agreement (“**Agreement**”) is made as of _____, 20____, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (“**CSXT**”), and POLK COUNTY, a political subdivision of the State of Florida (“**Agency**”).

EXPLANATORY STATEMENT

1. Agency has proposed to construct, or to cause to be constructed, roadway improvements which includes roadway milling and resurfacing, striping, sidewalk installation, drainage modifications within the CSXT right of way, and replacement of the asphalt crossing surface and replacement of the grade crossing warning devices at the crossing on Deeson Road with Department of Transportation Crossing Inventory Number 622857F, Railroad Milepost Number AR 850.46, located within the Florida Zone, Vitis Subdivision, in Kathleen, Polk County, Florida(the “**Project**”).
2. Agency has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal agencies (including Agency), and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.
3. Agency acknowledges that: (i) by entering into this Agreement, CSXT will provide services and accommodations to promote public interest in this Project, without profit or other economic inducement typical of other Agency contractors; (ii) neither CSXT nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to CSXT, by or on behalf of Agency or its contractors, pursuant to this Agreement; and (iii) CSXT retains the paramount right to regulate all activities affecting its property and operations.
4. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Project Plans and Specifications

- 1.1 Preparation and Approval. Pursuant to Exhibit A of this Agreement, all plans, specifications, drawings and other documents necessary or appropriate to the design and construction of the Project shall be prepared, at Agency’s sole cost and expense, by Agency or CSXT or their respective contractors. Project plans, specifications and

drawings prepared by or on behalf of Agency shall be subject, at CSXT's election, to the review and approval of CSXT. Such plans, specifications and drawings, as prepared or approved by CSXT, are referred to as the "Plans", and shall be incorporated and deemed a part of this Agreement. Plans prepared or submitted to and approved by CSXT as of the date of this Agreement are set forth in Exhibit B to this Agreement.

1.2 Effect of CSXT Approval or Preparation of Plans. By its review, approval or preparation of Plans pursuant to this Agreement, CSXT signifies only that such Plans and improvements constructed in accordance with such Plans satisfy CSXT's requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of the Plans or improvements constructed in accordance with the Plans.

1.3 Compliance with Plans. The Project shall be constructed in accordance with the Plans.

2. Allocation and Conduct of Work

Work in connection with the Project shall be allocated and conducted as follows:

2.1 CSXT Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, CSXT shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. Agency agrees that CSXT shall provide all services that CSXT deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and CSXT's contractual obligations, including, but not limited to, CSXT's existing or proposed third party agreements and collective bargaining agreements.

2.2 Agency Work. Agency shall perform, or cause to be performed, all work as set forth by Exhibit A, at Agency's sole cost and expense.

2.3 Conduct of Work. CSXT shall commence its work under this Agreement following: (i) delivery to CSXT of a notice to proceed from Agency; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by CSXT prior to the commencement of work by CSXT; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery of proof of insurance acceptable to CSXT, as required by Section 9. The initiation of any services by CSXT pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by CSXT or on

CSXT property shall conclude no later than **January 20, 2025**, unless the parties mutually agree to extend such date.

3. Special Provisions. Agency shall observe and abide by, and shall require its contractors (“Contractors”) to observe and abide by the terms, conditions and provisions set forth in Exhibit C to this Agreement (the “Special Provisions”). To the extent that Agency performs Project work itself, Agency shall be deemed a Contractor for purposes of this Agreement. Agency further agrees that, prior to the commencement of Project work by any third party Contractor, such Contractor shall execute and deliver to CSXT Schedule I to this Agreement to acknowledge Contractor’s agreement to observe and abide by the terms and conditions of this Agreement.
4. Cost of Project and Reimbursement Procedures
 - 4.1 Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Project, including, without limitation: (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials and supplies, (5) sums paid to CSXT’s consultants and subcontractors, and (6) CSXT labor in connection with the Project, together with CSXT labor overhead percentages established by CSXT pursuant to applicable law (collectively, “**Reimbursable Expenses**”). Reimbursable Expenses shall also include expenses incurred by CSXT prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.
 - 4.2 Estimate. CSXT has estimated the total Reimbursable Expenses for the Project as shown on Exhibit D (the “**Estimate**”, as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide Agency with the revised Estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), for Agency’s approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further work on the Project, unless and until Agency provides such approval and confirmation. Furthermore, the Agency acknowledges and understands that any estimated cost to construct the project shall only be good for a limited period of time and that any delays to move to construction, if CSXT agrees to such construction, shall result in increased costs.
 - 4.3 Payment Terms.
 - 4.3.1 Agency shall pay CSXT for Reimbursable Expenses in the amounts and on the dates set forth in the Payment Schedule as shown on Exhibit E (the “Payment Schedule”, as revised pursuant to Section 4.2). CSXT agrees to submit invoices to Agency for such amounts and Agency shall remit payment to CSXT at the later

of forty-five (45) days following delivery of each such invoice to Agency or, the payment date (if any) set forth in the Payment Schedule.

4.3.2 Following completion of the Project, CSXT shall submit to Agency a final invoice that reconciles the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency. Agency shall pay to CSXT the amount by which Reimbursable Expenses exceed total payments as shown by the final invoice, within forty-five (45) days following delivery of such invoice to Agency. In the event that the payments received by CSXT from Agency exceed the Reimbursable Expenses, CSXT shall remit such excess to Agency.

4.3.3 In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, and/or (B) to terminate this Agreement.

4.3.4 All invoices from CSXT shall be delivered to Agency in accordance with Section 16 of this Agreement. All payments by Agency to CSXT shall be made by certified check and mailed to the following address or such other address as designated by CSXT's notice to Agency:

CSX Transportation, Inc.
P.O. Box 530192
Atlanta, GA 30353-0192

4.4 Effect of Termination. Agency's obligation to pay to CSXT Reimbursable Expenses in accordance with Section 4 shall survive termination of this Agreement for any reason.

5. Appropriations Agency represents to CSXT that: (i) Agency has appropriated funds sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the Estimate attached as Exhibit D; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such appropriations.

6. Easements and Licenses

6.1 Agency Obligation. Agency shall acquire all necessary licenses, permits and easements required for the Project.

6.2 Temporary Construction Licenses. Insofar as it has the right to do so, CSXT hereby grants Agency a nonexclusive license to access and cross CSXT's property, to the extent necessary for the construction of the Project (excluding ingress or egress over

public grade crossings), along such routes and upon such terms as may be defined and imposed by CSXT and such temporary construction easements as may be designated on the Plans approved by CSXT.

- 6.3 Temporary Construction Easements. CSXT may grant without warranty to Agency, if required, a temporary non-exclusive easement for access to the extent necessary for the project on terms and conditions and at a price acceptable to the parties..
- 6.4 Maintenance Agreement. Contemporaneous with the execution of this Agreement, CSXT and Agency have executed that certain Maintenance Agreement providing for Agency's ongoing use, maintenance, repair, renewal and removal of the Project.
- 6.5 Permanent Easements. Insofar as it has the right to do so, CSXT shall grant, without warranty to Agency, easements for the use and maintenance (in accordance with the provisions of the Maintenance Agreement described in 6.4) of the Project wholly or partly on CSXT property as shown on the Plans approved by CSXT, if any, on terms and conditions and at a price acceptable to both parties. Upon request by CSXT, Agency shall furnish to CSXT descriptions and plat plans for the easements.
7. Permits At its sole cost and expense, Agency shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to CSXT.
8. Termination
 - 8.1 By Agency. For any reason, Agency may, as its sole remedy, terminate this Agreement by delivery of notice to CSXT. Agency shall not be entitled to otherwise pursue claims for consequential, direct, indirect or incidental damages or lost profits as a consequence of CSXT's default or termination of this Agreement or Work on the Project by either party.
 - 8.2 By CSXT. In addition to the other rights and remedies available to CSXT under this Agreement, CSXT may terminate this Agreement by delivery of notice to Agency in the event Agency or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by CSXT to Agency.
 - 8.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. Agency shall reimburse CSXT pursuant to this Agreement for the Work performed, plus all costs reasonably incurred

by CSXT to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning CSXT's property to its former condition, and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 4.

9. Insurance In addition to the insurance that Agency requires of its Contractor, Agency shall acquire or require its Contractor to purchase and maintain insurance in compliance with CSXT's insurance requirements attached to this Agreement as Exhibit F. Neither Agency nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by CSXT's Risk Management Department.

10. Ownership and Maintenance

- 10.1 By Agency. Agency shall maintain and repair, at its sole cost and expense, all parts comprising the permanent aspects of the Project, as shown by the Plans, consisting of roadway pavement up to the outer ends of the railroad cross ties, sidewalks, guardrails, and curbs, in good and safe condition to CSXT's satisfaction. In the event Agency fails to do so after reasonable notice from CSXT (unless an emergency condition exists or is imminent in the opinion of CSXT that requires immediate action), CSXT may perform such maintenance and repair, at Agency's sole cost and expense.
- 10.2 By CSXT. CSXT shall maintain and repair the crossing surface between the ends of its cross ties and its signal facilities at the crossing, at Agency's sole cost and expense.
- 10.3 Alterations. Agency shall not undertake any alteration, modification or expansion of the Project, without the prior written approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require. CSXT may undertake alterations of its property, track or facilities and shall be reimbursed by Agency for the expenses incurred by CSXT with respect to the removal and restoration of the crossing in connections with such alteration.

11. Indemnification

- 11.1 Generally. To the maximum extent permitted by applicable law, Agency and its Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and

damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, its affiliates, Agency or its Contractors), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, its affiliates, Agency or its Contractors, and environmental damages and any related remediation brought or recovered against CSXT and its affiliates), arising directly from the negligence, recklessness or intentional wrongful misconduct of the Contractors, Agency, and their respective agents, employees, invitees, contractors, or its contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about CSXT's property. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.

- 11.2 Compliance with Laws. Agency shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. Agency's Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.
- 11.3 "CSXT Affiliates". For the purpose of this Section 11, CSXT's affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.
- 11.4 Notice of Incidents. Agency and its Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.
- 11.5 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

12. Independent Contractor The parties agree that neither Agency nor its Contractors shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Agency or Agency's Contractors, or the construction practices, procedures, and professional judgment employed by Agency or its Contractor to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of CSXT to prohibit Agency or its Contractors or anyone from entering CSXT's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.
13. "Entire Agreement" This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
14. Waiver If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
15. Assignment CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption of CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligation under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior consent, which consent may be withheld for any reason.
16. Notices All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT: CSX Transportation, Inc.
500 Water Street, J-301
Jacksonville, Florida 32202
Attention: Director Project Management – Public Projects

If to Agency: Polk County, Florida Board of County Commissioners
3000 Sheffield Road
Winter Haven, Florida 33880

Kathleen, Polk County, FL
Roadway Improvements at Deeson Road
622857F; Florida Zone
Vitis Subdivision; AR 850.46
CSXT OP No. FL3076

Attention: Douglas Gable, PE – Polk County Roads &
Drainage

17. Severability The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.

18. Applicable Law This Agreement shall be governed by the laws of the State of Florida, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Polk County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Polk County, Florida.

Kathleen, Polk County, FL
Roadway Improvements at Deeson Road
622857F; Florida Zone
Vitis Subdivision; AR 850.46
CSXT OP No. FL3076

BY SIGNING THIS AGREEMENT, I certify that there have been no changes made to the content of this Agreement since its approval by the CSXT Legal Department on **November 5, 2021**.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

POLK COUNTY, FLORIDA BOARD OF
COUNTY COMMISSIONERS

By: _____

Name: _____

Title: _____

CSX TRANSPORTATION, INC.

By: _____

Edward D. Sparks
Chief Engineer – Bridges, Design &
Construction

EXHIBIT A

ALLOCATION OF WORK

Subject to Section 2.1, work to be performed in connection with the Project is allocated as follows:

- A. Agency shall let by contract to its Contractors:
1. Construction of all components, which includes but is not limited to, all items listed under Section A of Exhibit A (this page A-1) of the Agreement, and what is shown in the approved plans under Exhibit B of the Agreement.
 2. Perform all asphalt work, milling of asphalt pavement with depth of one inch (1”), resurfacing with depth of one inch (1”) on both sides of the crossing, maintaining existing roadway width at the crossing, and following the vertical roadway alignment through the crossing based on Florida Department of Transportation Standard Index 830-T01.
 3. Replacement of existing crossing surface, which includes paving up to the field side of the rubber interface (rail seal) on both sides the crossing and in between the rails (gauge).
 4. Roadway improvements in the northwest quadrant relevant to the crossing, which includes replacement of Type F concrete curb and gutter, widening of the roadway curve at the Deeson Road and Kathleen Road (County Road 35A) intersection, installation of a five foot (5’-0”) wide concrete sidewalk and sidewalk ramp with detectable warning devices, and extending the existing 14” x 23” drainage pipe eight feet (8’-0”) and adding a concrete metered end section.
 5. Installing a five foot (5’-0”) wide concrete sidewalk and sidewalk ramp with detectable warning device, tying into the existing Type F concrete curb and gutter in the northeast quadrant relevant to the crossing.
 6. Construct and install five foot (5’-0”) wide concrete sidewalk approaching both sides the crossing and ceasing a minimum of twelve feet (12’-0”) from centerline of track; construct and install five foot (5’-0”) wide asphalt sidewalk through the crossing and connecting to the new five foot (5’-0”) wide concrete sidewalk on the opposite side of crossing, all within the CSXT right of way on the south side of Deeson Road.
 7. Placement of all roadway striping work, including the dynamic envelope placed a minimum of six feet (6’-0”) from the field (outer) side of the nearest rail to edge of pavement marking.

8. Placement of erosion control devices.
9. Design and implement maintenance of traffic, including placement of the maintenance of traffic control devices.
10. Restoration of the CSXT right of way to a condition acceptable to CSXT, or CSXT Representative.
11. Removal of all rubbish and debris from the project site.
12. All roadway work is to be done in accordance with Florida Department of Transportation for Road and Bridge Construction Standards FY 2024-2025, with an emphasis on Florida Department of Transportation Standard Index 830-T01.

B. CSXT shall perform or cause to be performed:

1. Preliminary engineering services.
2. Construction and installation of rail, ties, ballast, and other rail-related components to accommodate new crossing at Deeson Road with Department of Transportation Crossing Inventory Number 622857F, Railroad Milepost Number AR 850.46.
3. Placement of rubber interface (rail seal) at the field and gauge sides of the rail at the crossing.
4. Installation of one (1) flashing light and gate with a two-way sidelight in the northwest quadrant relevant to the crossing, one (1) cantilever and gate combo unit with flashers in the southeast quadrant relevant to the crossing, installation of cable, conduit, foundations, and all other related components needed for successful installation of grade crossing warning devices.
5. Retain and reuse all other existing crossing circuitry equipment.
6. Any other services, equipment, and components deemed necessary to place crossing in-service in a safe and efficient manner.
7. Flagging services and other protective services and devices as may be necessary.
8. Construction engineering and inspection to protect the interests of CSXT.
9. All work to be in accordance with CSXT MWI 901-08 and CSXT MWI 2521.

EXHIBIT B

PLANS AND SPECIFICATIONS

Plans, Specifications and Drawings:

As of the date of this Agreement, the following plans, specifications and drawings have been submitted by Agency to CSXT for its review and approval:

SHEET	DESCRIPTION	PREPARER	DATE
N/A	Proposed Crossing Layout	Benesch	05/10/24
H01	Proposed Crossing Layout	Progress Rail	03/28/24
5	Typical Section (02)	WSP USA, Inc.	10/04/24
9	Roadway Plan (01)	WSP USA, Inc.	10/04/24
10	Roadway Plan (02)	WSP USA, Inc.	10/04/24
12	Intersection Detail (1)	WSP USA, Inc.	10/04/24
13	Intersection Detail (2)	WSP USA, Inc.	10/04/24
14	Drainage Structures	WSP USA, Inc.	10/04/24
21	Cross Sections (07)	WSP USA, Inc.	10/04/24
22	Cross Sections (08)	WSP USA, Inc.	10/04/24
23	Cross Sections (09)	WSP USA, Inc.	10/04/24
24	Cross Sections (10)	WSP USA, Inc.	10/04/24
29	Cross Sections (15)	WSP USA, Inc.	10/04/24
30	Temporary Traffic Control Plan	WSP USA, Inc.	10/04/24
32	Utility Adjustment Plan (01)	WSP USA, Inc.	10/04/24
33	Utility Adjustment Plan (02)	WSP USA, Inc.	10/04/24
S-4	Signing and Pavement Marking Plan (01)	WSP USA, Inc.	08/15/24
S-5	Signing and Pavement Marking Plan (02)	WSP USA, Inc.	10/03/24
T-5	Signalization Plan	WSP USA, Inc.	10/04/24
T-6	Signalization Plan	WSP USA, Inc.	08/15/24
L-5	Lighting Plan (01)	WSP USA, Inc.	08/15/24
L-6	Lighting Plan (02)	WSP USA, Inc.	10/04/24

EXHIBIT C

CSXT SPECIAL PROVISIONS

DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

“CSXT” shall mean CSX Transportation, Inc., its successors and assigns.

“CSXT Representative” shall mean the authorized representative of CSX Transportation, Inc.

“Agreement” shall mean the Agreement between CSXT and Agency dated as of _____, as amended from time to time.

“Agency” shall mean the **Polk County, Florida Board of County Commissioners**.

“Agency Representative” shall mean the authorized representative of **Polk County, Florida Board of County Commissioners**.

“Contractor” shall have the meaning ascribed to such term by the Agreement.

“Work” shall mean the Project as described in the Agreement.

I. AUTHORITY OF CSXT ENGINEER

The CSXT Representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

II. INTERFERENCE WITH CSXT OPERATIONS

- A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT’s property, or to poles, wires, and other facilities of tenants on CSXT’s Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve Agency or

its Contractor from liability in connection with such Work.

- B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT's property, Agency or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of Agency or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

III. NOTICE OF STARTING WORK. Agency or its Contractor shall not commence any work on CSXT Property or rights-of-way until it has complied with the following conditions:

- A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date Agency or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.
- B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.
- C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

IV. WORK FOR THE BENEFIT OF THE CONTRACTOR

- A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or Agency, but must be approved by both CSXT and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.

- B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the Agency or Contractor's expense.

V. HAUL ACROSS RAILROAD

- A. If Agency or Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.
- B. Agency and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

VI. COOPERATION AND DELAYS

- A. Agency or Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by CSXT. In arranging its schedule, Agency or Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. Agency or Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.
- C. Agency and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.
- D. Agency and Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

VII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Agency or Contractor has received CSXT Representative's prior written permission. Agency and

Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

VIII. CONSTRUCTION PROCEDURES

A. General

1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.
2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.
3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which Agency and Contractor shall be required to obtain from CSXT, and in accord with any other instructions furnished by CSXT or CSXT's Representative.

B. Blasting

1. Agency or Contractor shall obtain CSXT Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:
 - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.
 - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
 - c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 10 days' advance notice to CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.
 - d. Agency or Contractor must have at the Project site adequate

equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative, without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.

e. Agency and Contractor shall not store explosives on CSXT property.

2. CSXT Representative will:

a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.

b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

X. FLAGGING / INSPECTION SERVICE

A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.

- B. Agency shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.
- C. Agency or Contractor shall give a minimum of 10 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90-days to obtain this service, and CSXT shall not be liable for the cost of delays attributable to obtaining such service.
- D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative, such inspection may be necessary. Agency shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Inspection service shall not relieve Agency or Contractor from liability for its Work.
- E. CSXT shall render invoices for, and Agency shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

XI. UTILITY FACILITIES ON CSXT PROPERTY

Agency shall arrange, upon approval from CSXT, to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

XII. CLEAN-UP

Agency or Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, satisfactory to CSXT Representative.

XIII. FAILURE TO COMPLY

If Agency or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require Agency and/or Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Agency and/or Contractor; (c) CSXT may require Agency to withhold monies due Contractor; and (d) CSXT may cure such failure and the Agency shall reimburse CSXT for the cost of curing such failure.

EXHIBIT E

PAYMENT SCHEDULE

Advance Payment in Full

Upon execution and delivery of notice to proceed with the Project, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within 45 days following delivery of such invoice to Agency.

EXHIBIT F

INSURANCE REQUIREMENTS

I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates (if permitted by state law).
3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
 - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
 - b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.
 - c. Name and Address of Contractor and Agency must appear on the Declarations page.
 - d. Description of operations must appear on the Declarations page and must match the Project description.

e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.

f. Authorized endorsements may include:

(i). Broad Form Nuclear Exclusion - IL 00 21

- (ii) 30-day Advance Notice of Non-renewal or cancellation
- (iii) Required State Cancellation Endorsement
- (iv) Quick Reference or Index - CL/IL 240

g. Authorized endorsements may not include:

- (i) A Pollution Exclusion Endorsement except CG 28 31
- (ii) A Punitive or Exemplary Damages Exclusion
- (iii) A "Common Policy Conditions" Endorsement
- (iv) Any endorsement that is not named in Section 4 (e) or (f) above.
- (v) Policies that contain any type of deductible

5. All insurance companies must be A. M. Best rated A- and Class VII or better.

6. The CSX OP number or CSX contract number, as applicable, must appear on each Declarations page and/or certificates of insurance.

7. Such additional or different insurance as CSXT may require.

II. Additional Terms

1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

2.

Insurance Department
CSX Transportation, Inc.
500 Water Street, C-907
Jacksonville, FL 32202

OR

insurancedocuments@csx.com

2. Neither Agency nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance.

SCHEDULE I

CONTRACTOR'S ACCEPTANCE

To and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit Contractor on or about CSXT's property for the purposes of performing work in accordance with the Agreement dated _____, 20____, between POLK COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS and CSXT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement.

Contractor: _____

By: _____

Name: _____

Title: _____

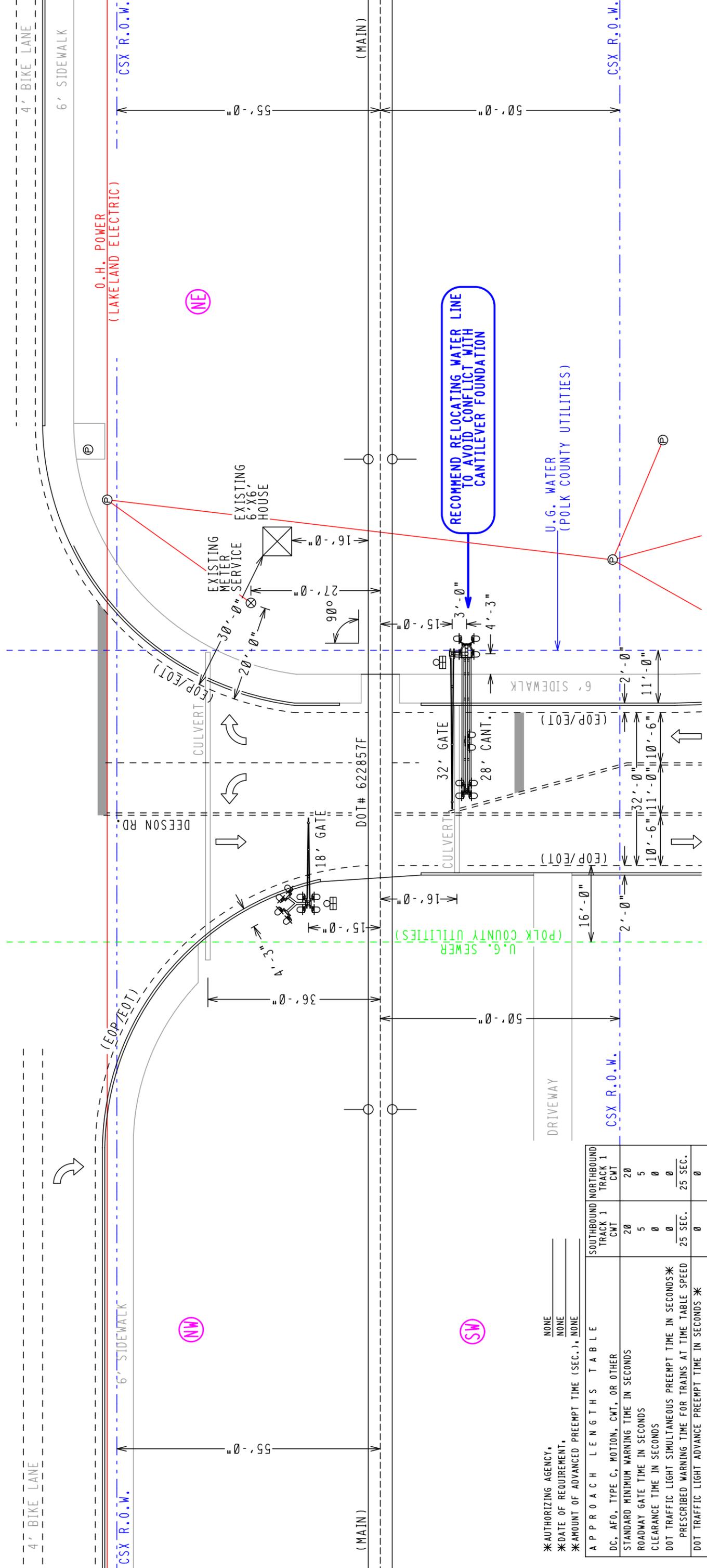
Date: _____

\\COR\130459.7

R.R. NORTH TO VIETIS JUNCTION



(DAX) 6874 FT. 68 FT. 3544 FT. 12003+60



* AUTHORIZING AGENCY, NONE
 * DATE OF REQUIREMENT, NONE
 * AMOUNT OF ADVANCED PREEMPT TIME (SEC.), NONE

APPROACH LENGTHS TABLE	SOUTHBOUND TRACK 1 CWT	NORTHBOUND TRACK 1 CWT
STANDARD MINIMUM WARNING TIME IN SECONDS	20	20
ROADWAY GATE TIME IN SECONDS	5	5
CLEARANCE TIME IN SECONDS	0	0
DOT TRAFFIC LIGHT SIMULTANEOUS PREEMPT TIME IN SECONDS*	0	0
DOT TRAFFIC LIGHT ADVANCE PREEMPT TIME IN SECONDS*	25 SEC.	25 SEC.
CONTROL EQUIPMENT DECISION TIME IN SECONDS	4	4
DESIGNED DETECTION TIME FOR TRAINS AT TIME TABLE SPEED	29 SEC.	29 SEC.
TIME TABLE MAXIMUM TRAIN SPEED IN MILES PER HOUR	79	79
BUFFER SPEED IN MILES PER HOUR	5	5
TOTAL WARNING SYSTEM DESIGN SPEED IN MILES PER HOUR	84	84
APPROACH DISTANCE TO ISLAND EDGE IN FEET	3544	3544
HALF WIDTH OF ISLAND IN FEET	68	68
APPROXIMATE MILE POSTS FOR APPROACH CIRCUIT	849.78	851.14

FILE NAME	AR85046.H01	REVISION DATES
DATE DRAWN	03-28-24	-
DRAWN BY	JMD	-
CHECKED BY	SAF	-
PRS #	34P003852	-

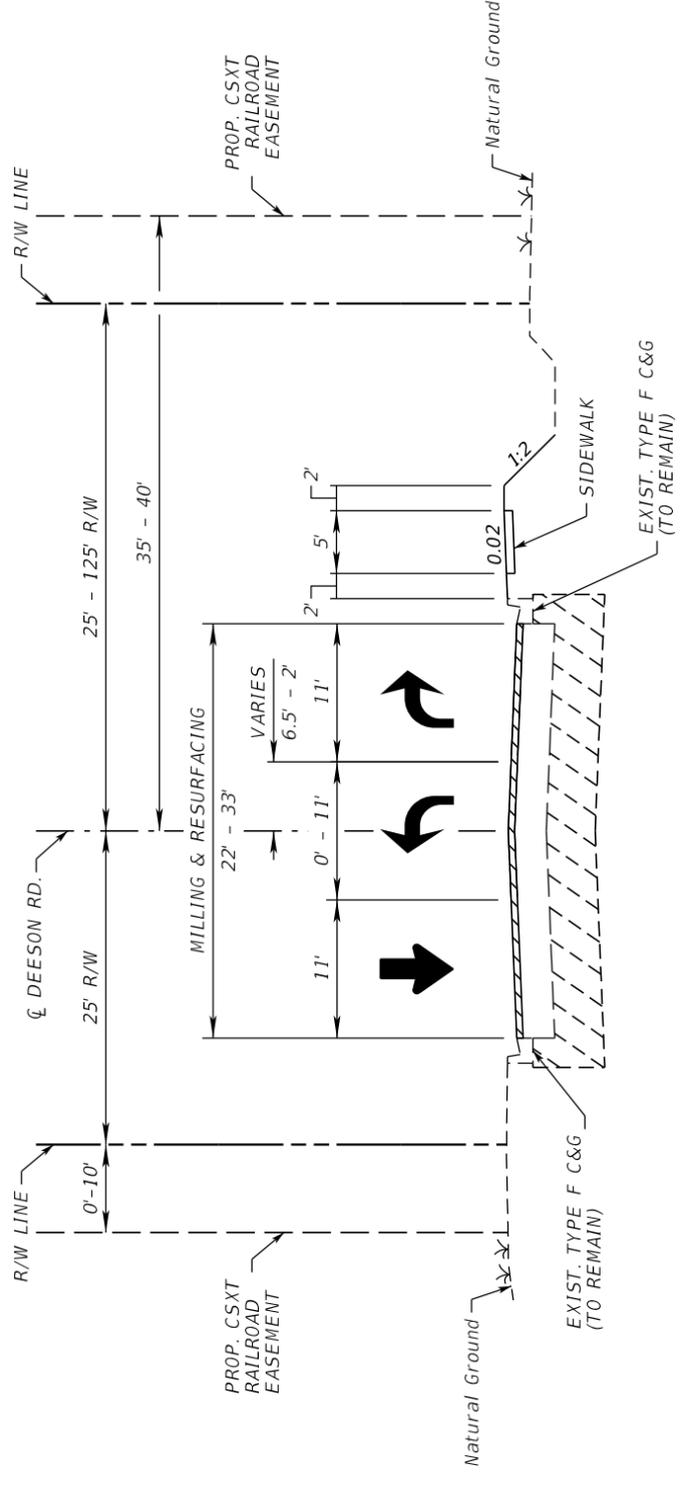
PRODUCED FOR,
CSX TRANSPORTATION
 RAIL TRANSPORT GROUP ENGINEERING
 COMMUNICATIONS AND SIGNALS



LEGEND	GUARD RAIL	METER SERVICE	GPS COORDINATES	STREET NAME
CSX ROW	---	POLE	N28°06'50"	DEESON RD.
R/R POLELINE	---	FIRE PLUG	W82°01'13"	KATHLEEN, (POLK), FL
GAS	---	SEWER CAP	ELEV. 142'	PROJECT #, FL2023057
FIBER OPTIC	---	GAS VENT	M.P. AR-850.46	OP #, FL3076

PRELIMINARY

PROPOSED CROSSING LAYOUT
 SCALE = 20:1
368



PROPOSED MILLING LIMITS:
 BEGIN STA: 22+45.25
 END STA: 26+68.38
 BEGIN STA: 26+74.91
 END STA: 27+31.56

PROPOSED 4" CONCRETE SIDEWALK LIMITS:
 BEGIN STA: 26+15.15
 END STA: 26+59.63
 BEGIN STA: 26+83.63
 END STA: 27+03.41

PROPOSED 2" MISC. ASPHALT SIDEWALK LIMITS:
 BEGIN STA: 26+59.63
 END STA: 26+83.63

TYPICAL SECTION NO. 3
 STA. 22+45.25 TO STA. 27+81.56
 DEESON RD.

MILLING

MILL EXISTING ASPHALT
 PAVEMENT FOR DEPTH (1")

RESURFACING

AND FRICTION COURSE FC-9.5 (TRAFFIC C) (1") (PG 76-22)

TRAFFIC DATA

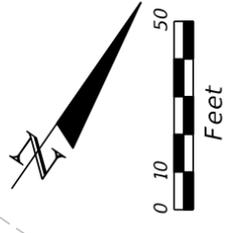
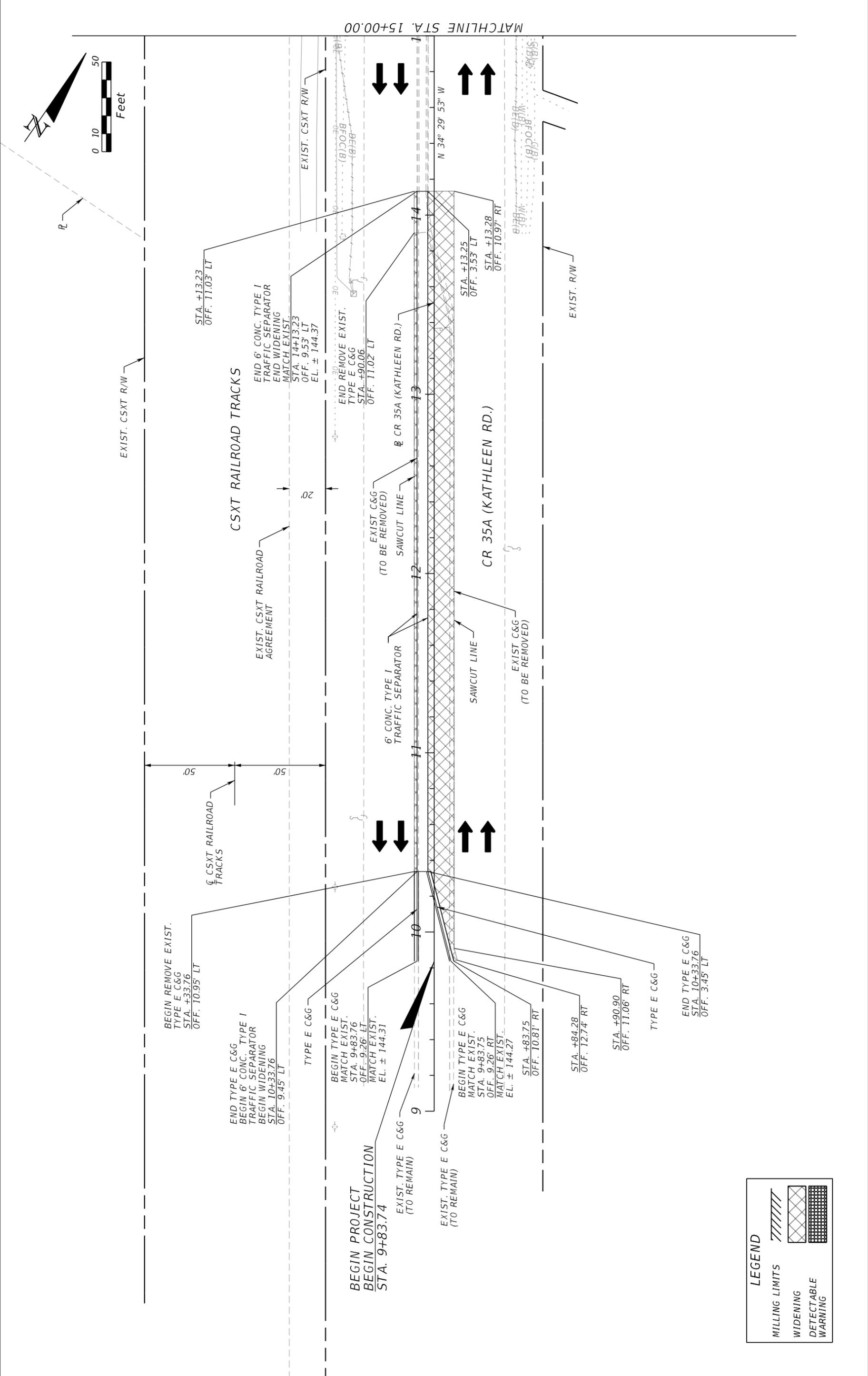
CURRENT YEAR = 2023 AADT = 2700
 ESTIMATED OPENING YEAR = 2024 AADT = 2800
 ESTIMATED DESIGN YEAR = 2044 AADT = 3800
 K = 9% D = 50% T = 6% (24 HOUR)
 DESIGN HOUR T = 3%
 DESIGN SPEED = 35 MPH

REVISIONS	
DATE	DESCRIPTION

LISA R. FRUGE, P.E.
 P.E. LICENSE NUMBER 85719
 WSP USA, INC.
 301 E. PINE ST., SUITE 1020
 ORLANDO, FLORIDA 32801

POLK COUNTY ROADS AND DRAINAGE DIVISION	
ROAD NO.	PROJECT NUMBER
CR 35A	5400231

TYPICAL SECTION (02)	
SHEET NO.	
5	



LEGEND

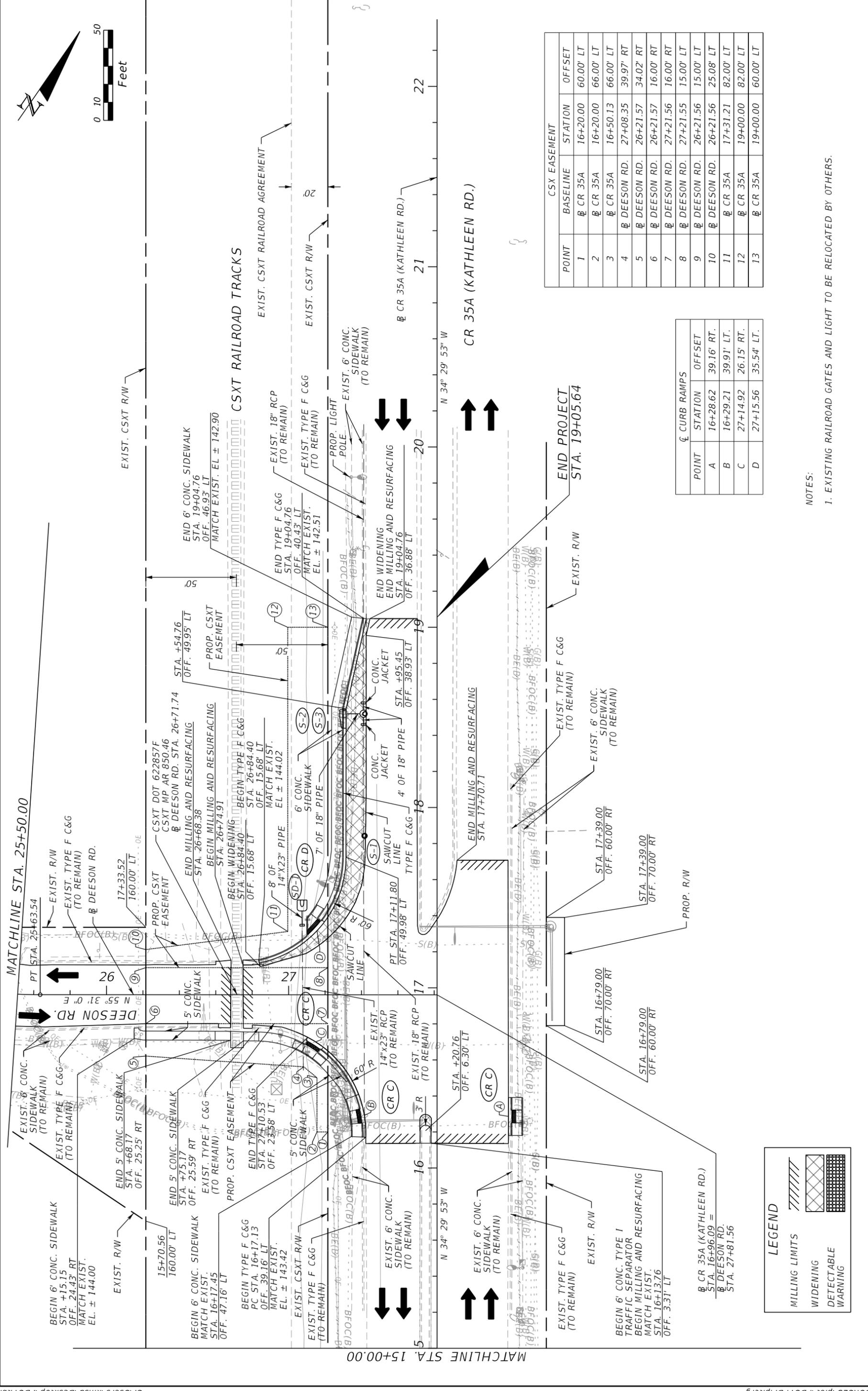
MILLING LIMITS	
WIDENING	
DETECTABLE WARNING	

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

LISA R. FRUGE, P.E.
 P.E. LICENSE NUMBER 85719
 WSP USA, INC.
 301 E. PINE ST., SUITE 1020
 ORLANDO, FLORIDA 32801

POLK COUNTY ROADS AND DRAINAGE DIVISION	
ROAD NO.	PROJECT NUMBER
CR 35A	5400231

ROADWAY PLAN (01)		SHEET NO.
		9



POINT	BASELINE	STATION	OFFSET
1	Ø CR 35A	16+20.00	60.00' LT
2	Ø CR 35A	16+20.00	66.00' LT
3	Ø CR 35A	16+50.13	66.00' LT
4	Ø DEESON RD.	27+08.35	39.97' RT
5	Ø DEESON RD.	26+21.57	34.02' RT
6	Ø DEESON RD.	26+21.57	16.00' RT
7	Ø DEESON RD.	27+21.56	16.00' RT
8	Ø DEESON RD.	27+21.55	15.00' LT
9	Ø DEESON RD.	26+21.56	15.00' LT
10	Ø DEESON RD.	26+21.56	25.08' LT
11	Ø CR 35A	17+31.21	82.00' LT
12	Ø CR 35A	19+00.00	82.00' LT
13	Ø CR 35A	19+00.00	60.00' LT

POINT	STATION	OFFSET
A	16+28.62	39.16' RT.
B	16+29.21	39.91' LT.
C	27+14.92	26.15' RT.
D	27+15.56	35.54' LT.

LEGEND

	MILLING LIMITS
	WIDENING
	DETECTABLE WARNING

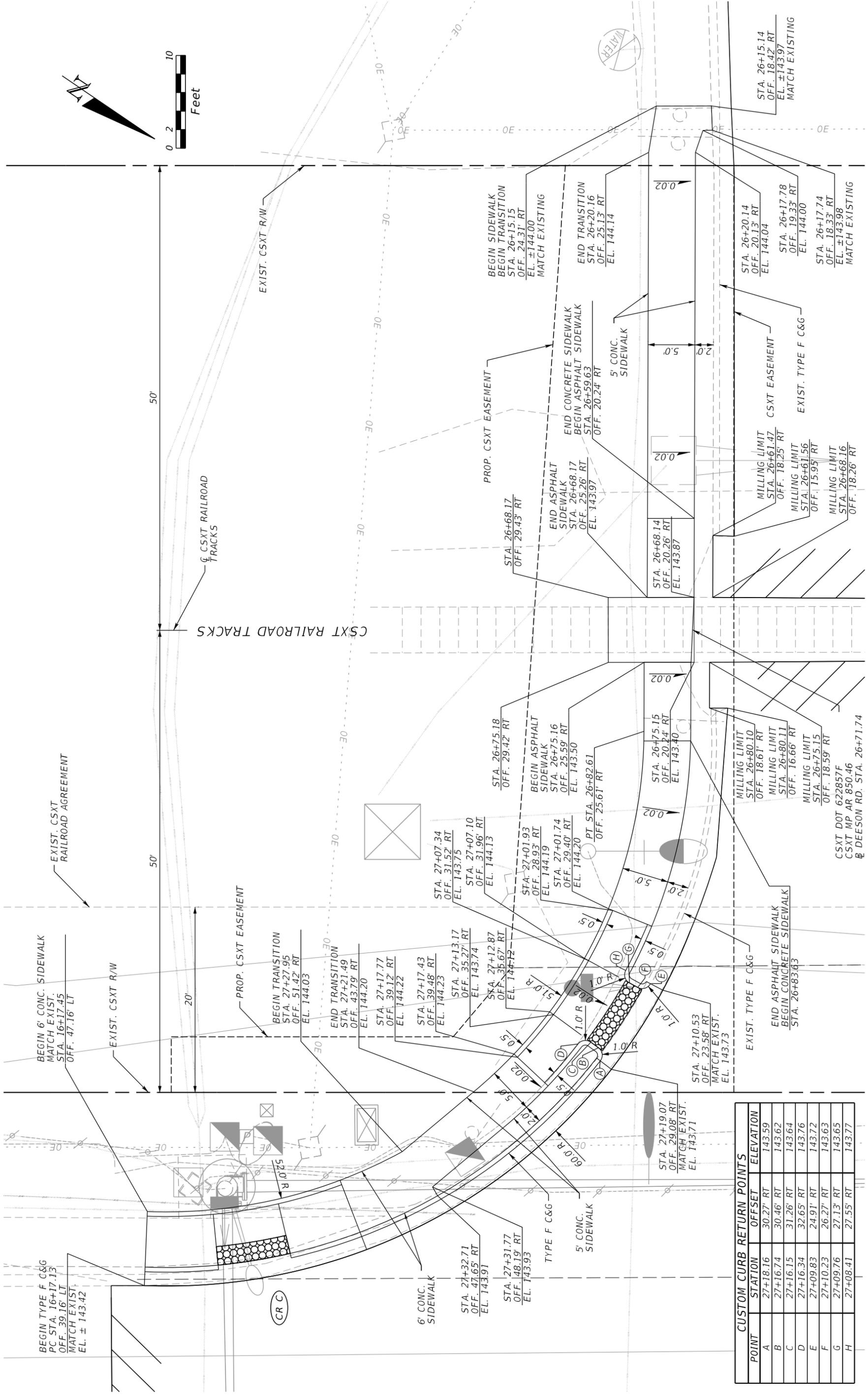
NOTES:
 1. EXISTING RAILROAD GATES AND LIGHT TO BE RELOCATED BY OTHERS.

REVISIONS		DESCRIPTION	
DATE	DESCRIPTION	DATE	DESCRIPTION

POLK COUNTY ROADS AND DRAINAGE DIVISION	
ROAD NO. CR 35A	PROJECT NUMBER 5400231

LISA R. FRUGE, P.E. P.E. LICENSE NUMBER 85719 WSP USA, INC. 301 E. PINE ST., SUITE 1020 ORLANDO, FLORIDA 32801	
--	--

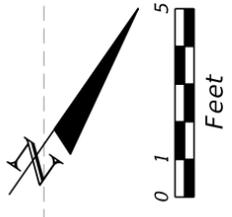
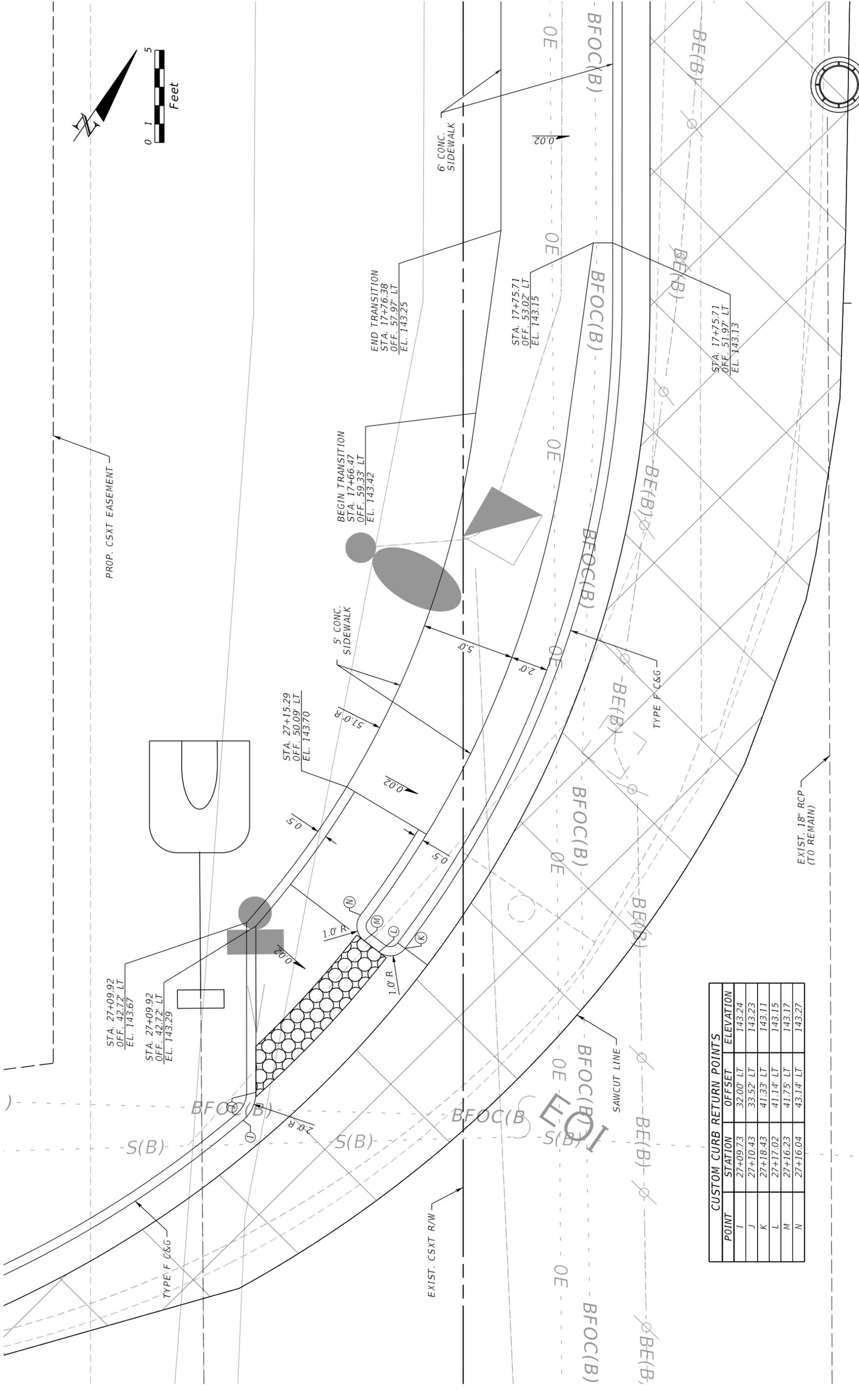
ROADWAY PLAN (02)	
SHEET NO.	10



CUSTOM CURB RETURN POINTS

POINT	STATION	OFFSET	ELEVATION
A	27+18.16	30.27' RT	143.59
B	27+16.74	30.46' RT	143.62
C	27+16.15	31.26' RT	143.64
D	27+16.34	32.65' RT	143.76
E	27+09.83	24.91' RT	143.72
F	27+10.23	26.27' RT	143.63
G	27+09.76	27.13' RT	143.65
H	27+08.41	27.55' RT	143.77

INTERSECTION DETAIL (1)		SHEET NO. 12
POLK COUNTY ROADS AND DRAINAGE DIVISION		PROJECT NUMBER 5400231
ROAD NO. CR 35A	PROJECT NUMBER 5400231	
LISA R. FRUGE, P.E. P.E. LICENSE NUMBER 85719 WSP USA, INC. 301 E. PINE ST., SUITE 1020 ORLANDO, FLORIDA 32801		
CSXT DOT 622857F CSXT MP AR 850.46 @ DEESON RD. STA. 26+71.74		
DATE	DESCRIPTION	REVISIONS



POINT	STATION	OFFSET	ELEVATION
I	27+09.73	32.00' LT	143.24
J	27+10.43	33.52' LT	143.23
K	27+18.43	41.33' LT	143.11
L	27+17.02	41.14' LT	143.15
M	27+16.23	41.75' LT	143.17
N	27+16.04	43.14' LT	143.27

INTERSECTION DETAIL (2)		POLK COUNTY ROADS AND DRAINAGE DIVISION	PROJECT NUMBER 5400231
SHEET NO.	13	ROAD NO. CR 35A	PROJECT NUMBER 5400231
REVISIONS DATE DESCRIPTION DATE DESCRIPTION		LISA R. FRUGE, P.E. P.E. LICENSE NUMBER 85719 WSP USA, INC. 301 E. PINE ST., SUITE 1020 ORLANDO, FLORIDA 32801	
		10/4/2024 4:48:40 PM Default	

CR 35A (KATHLEEN RD.)

CR 35A (KATHLEEN RD.)

156

154

152

150

148

146

144

142

140

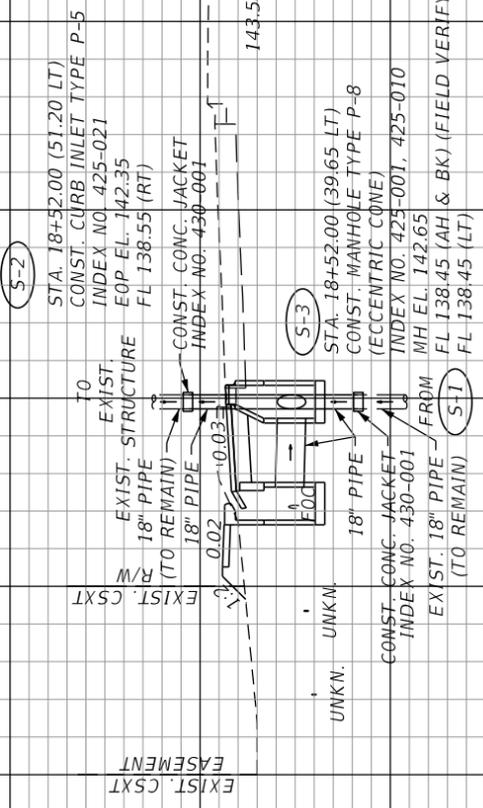
138

136

134

132

130



S-3
S-2

18+52.00

154

152

150

148

146

144

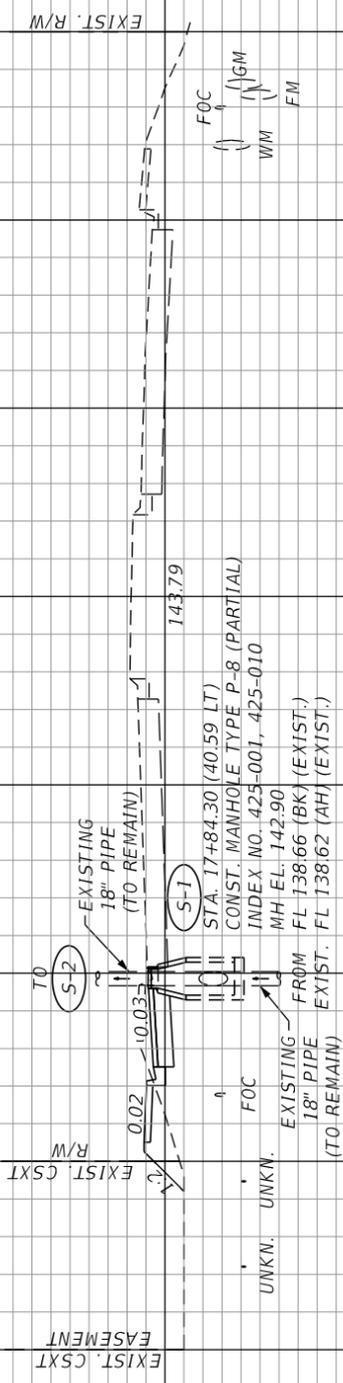
142

140

138

136

134



S-1

17+84.30

1" = 20' Horizontal
1" = 10' Vertical

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

JACOB J. McCLISH, P.E.
P.E. LICENSE NUMBER 71502
WSP USA, INC.
301 E. PINE ST., SUITE 1020
ORLANDO, FLORIDA 32801

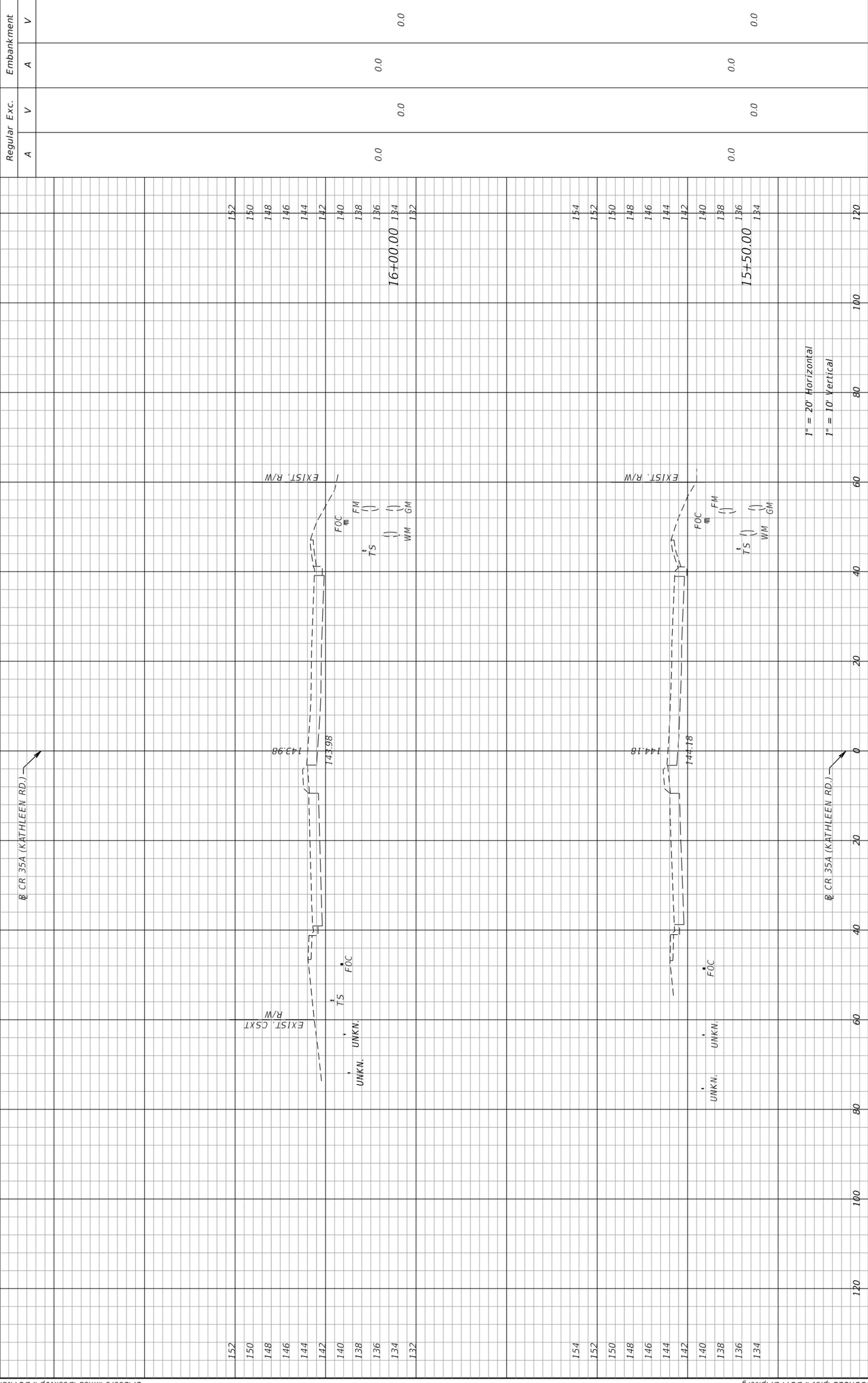
POLK COUNTY
ROADS AND DRAINAGE DIVISION
ROAD NO. CR 35A
PROJECT NUMBER 5400231

DRAINAGE STRUCTURES

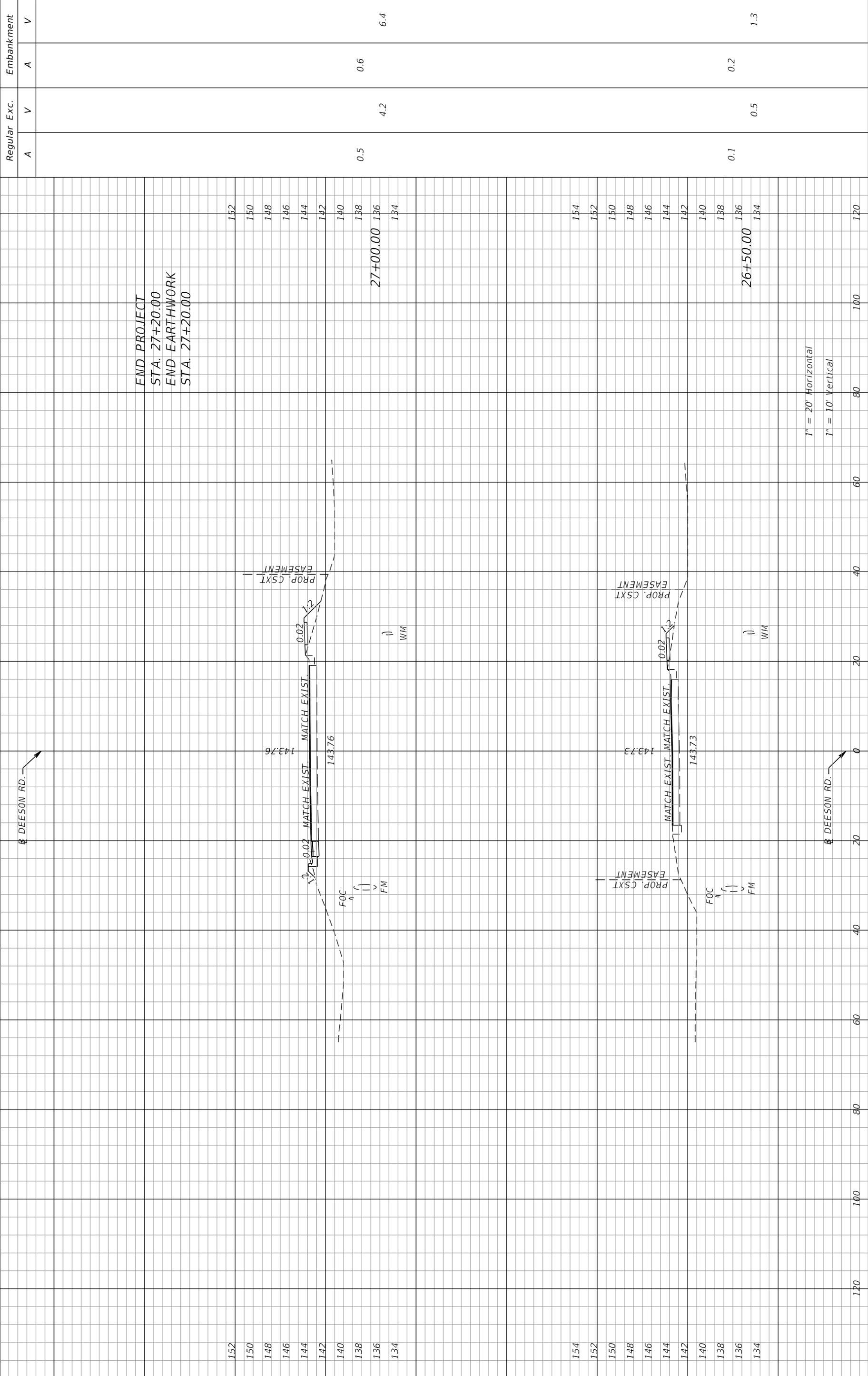
SHEET NO.

14

374



REVISIONS		POLK COUNTY ROADS AND DRAINAGE DIVISION		SHEET NO.	
DATE	DESCRIPTION	ROAD NO.	PROJECT NUMBER	A	V
		CR 35A	5400231		
LISA R. FRUGE, P.E. P.E. LICENSE NUMBER 95719 WSP USA, INC. 301 E. PINE ST., SUITE 1020 ORLANDO, FLORIDA 32801				21	



END PROJECT
 STA. 27+20.00
 END EARTHWORK
 STA. 27+20.00

27+00.00

26+50.00

1" = 20' Horizontal
 1" = 10' Vertical

Regular Exc.		Embankment	
A	V	A	V
0.5	4.2	0.6	6.4
0.1	0.5	0.2	1.3

POLK COUNTY ROADS AND DRAINAGE DIVISION		PROJECT NUMBER 5400231	
ROAD NO. CR 35A		PROJECT NUMBER 5400231	
LISA R. FRUGE, P.E. P.E. LICENSE NUMBER 95719 WSP USA, INC. 301 E. PINE ST., SUITE 1020 ORLANDO, FLORIDA 32801			
REVISIONS		DATE	
DATE	DESCRIPTION	DATE	DESCRIPTION

CROSS SECTIONS (15)

TEMPORARY TRAFFIC CONTROL PLAN NOTES

1. THE REGULATORY SPEED LIMITS FOR THE PROJECT ARE AS FOLLOWS:

KATHLEEN ROAD - 45 MPH
DEESON ROAD - 35 MPH

2. LANE CLOSURES MAY BE IMPLEMENTED WITH THE FOLLOWING RESTRICTIONS
NO LANE CLOSURES PERMITTED ON KATHLEEN AND DEESON ROAD 6:00 AM TO 9:00 PM.
3. UTILIZE INDICES 102-600, 102-601, 102-602, 102-603, 102-604, 102-607, 102-613, 102-615, 102-625, 102-660, AND OTHER INDICES AS REQUIRED TO CONSTRUCT THE PROPOSED IMPROVEMENTS.

4. COORDINATE IN ADVANCE WITH CSXT AND POLK COUNTY PRIOR TO CONSTRUCTION.

5. THE SIDEWALK ON KATHLEEN ROAD WILL REMAIN OPEN TO PEDESTRIANS DURING CONSTRUCTION.

6. A PORTABLE CHANGEABLE MESSAGE SIGN (PCMS) SHALL BE PLACED AT THE BEGINNING AND END OF THE PROJECT ONE WEEK PRIOR TO CONSTRUCTION. THE DISPLAY SHALL READ

DISPLAY 1 - NIGHTLY LANE CLOSURES
DISPLAY 2 - BEGIN MM/DD

7. THE SIGNS AS SHOWN IN THE ADVANCE WARNING SIGNS ARE TO BE PLACED IN A LOCATION APPROVED BY THE ENGINEER.

8. FOR ALL SIDEWALK AND CURB RAMP CONSTRUCTION AND WIDENING, DROP-OFF MUST BE LESS THAN 3" AT THE END OF EACH WORK PERIOD.

9. MAINTAIN EXISTING PAVEMENT MARKINGS AND REFLECTIVE PAVEMENT MARKERS (RPMs) DURING CONSTRUCTION UNLESS OTHERWISE NOTED. IF DAMAGED, REPLACE IN THE SAME PHASE.

10. ROADWAY FLAGGERS MUST BE PRESENT ON EACH SIDE OF THE RAILROAD CROSSING, ANYTIME TRAFFIC IS DIRECTED INTO OPPOSITE TRAFFIC LANES AT THE RAILROAD CROSSING.

11. CHANNELIZATION/MOT DEVICES SHALL BE PLACED A MINIMUM OF 15 FT. FROM CENTERLINE OF RAILROAD TRACKS.

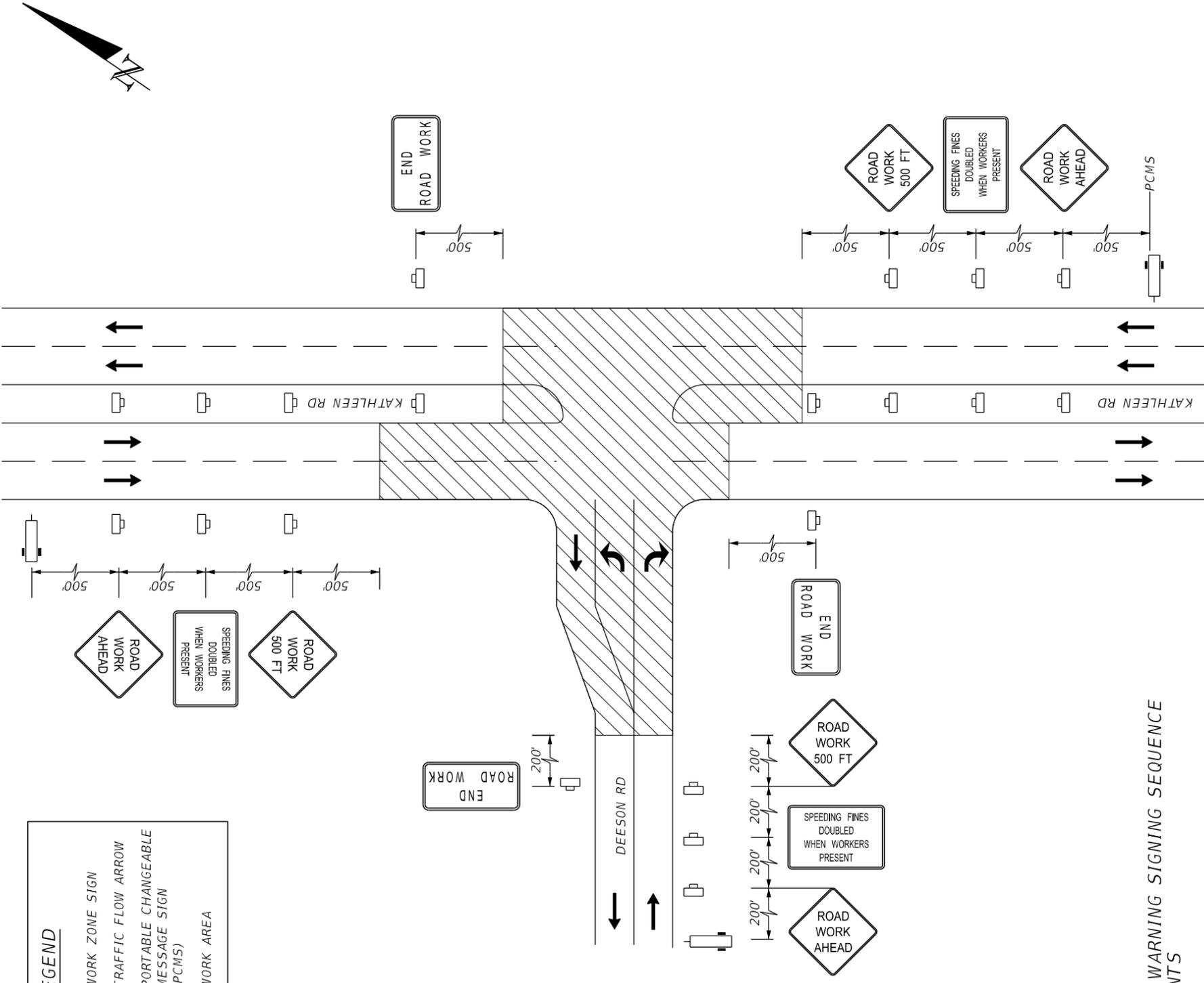
PHASE I : THE INTENT OF THIS PHASE IS TO PERFORM WIDENING, SIDEWALK CONSTRUCTION, PROPOSED SIGNAL, AND PROPOSED LIGHTING FOR KATHLEEN ROAD.

1. INSTALL ADVANCE WARNING SIGNAGE AND EROSION CONTROL DEVICES AS APPLICABLE.
2. UTILIZE INDEX 102-601, 102-602, 102-613, 102-615, 102-625, AND 102-660 TO CONSTRUCT PROPOSED IMPROVEMENTS ALONG KATHLEEN ROAD.
3. UTILIZE INDEX 102-602 TO PLACE SODDING AND REMOVE EROSION CONTROL DEVICES.

PHASE II : THE INTENT OF THIS PHASE IS TO PERFORM SIDEWALK CONSTRUCTION ON DEESON ROAD, MILL, RESURFACE AND FINAL STRIPING FOR WHOLE PROJECT.

1. INSTALL ADVANCE WARNING SIGNAGE AND EROSION CONTROL DEVICES AS APPLICABLE.
2. UTILIZE INDEX 102-601, 102-602, 102-603, 102-604, AND 102-613 TO CONSTRUCT PROPOSED IMPROVEMENTS ALONG DEESON ROAD.
3. UTILIZE INDEX 102-602 TO PLACE SODDING AND REMOVE EROSION CONTROL DEVICES.
4. UTILIZE INDEX 102-607 FOR FINAL STRIPING.

LEGEND	
	WORK ZONE SIGN
	TRAFFIC FLOW ARROW
	PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)
	WORK AREA



PROJECT LIMITS ADVANCE WARNING SIGNING SEQUENCE NTS

REVISIONS	
DATE	DESCRIPTION

LISA R. FRUGE, P.E.
P.E. LICENSE NUMBER 85719
WSP USA, INC.
301 E. PINE ST., SUITE 1020
ORLANDO, FLORIDA 32801

POLK COUNTY
ROADS AND DRAINAGE DIVISION

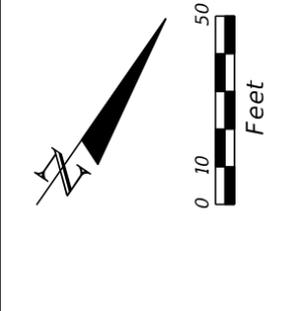
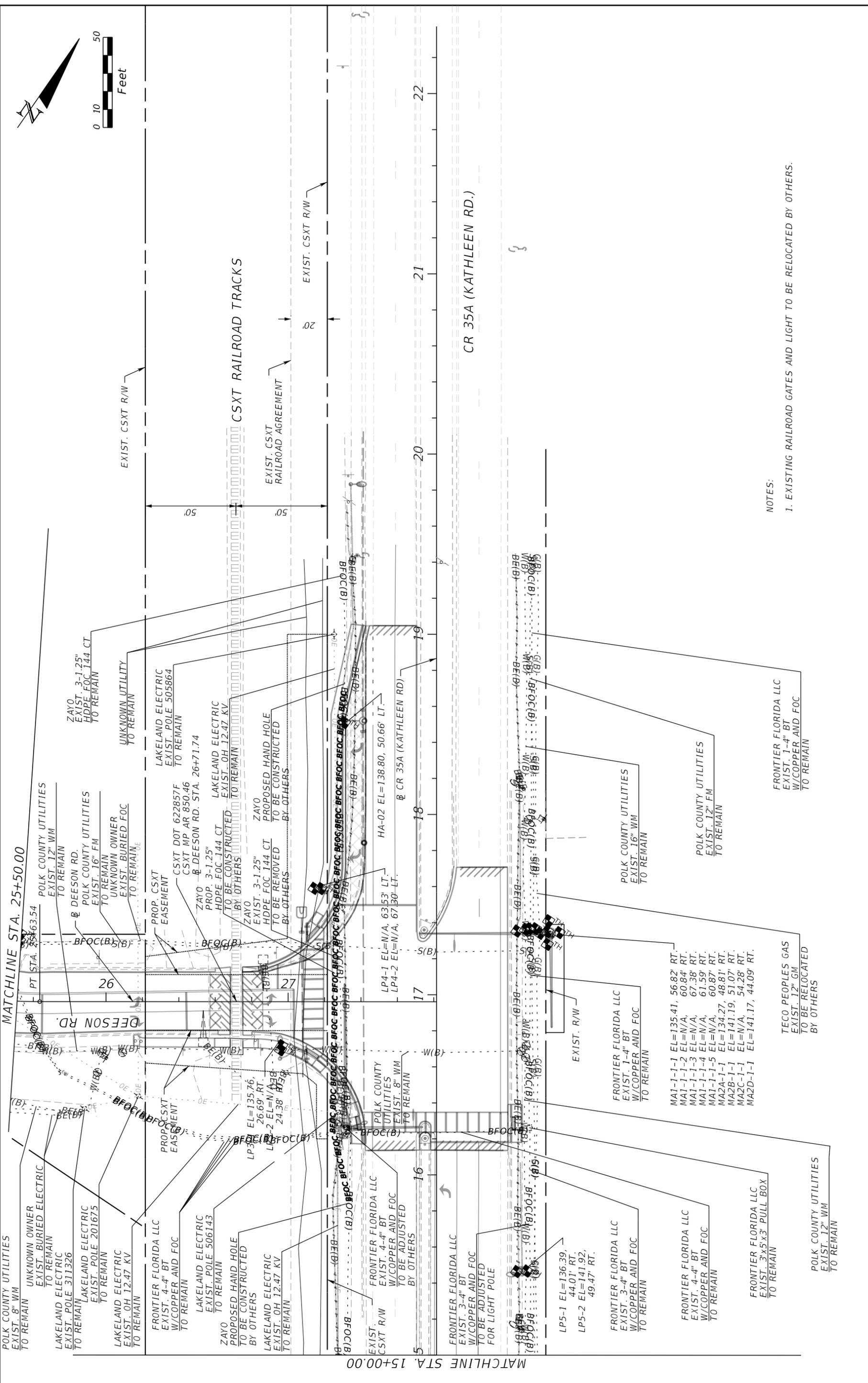
ROAD NO. PROJECT NUMBER

CR 35A 5400231

TEMPORARY TRAFFIC CONTROL PLAN

SHEET
NO.

30

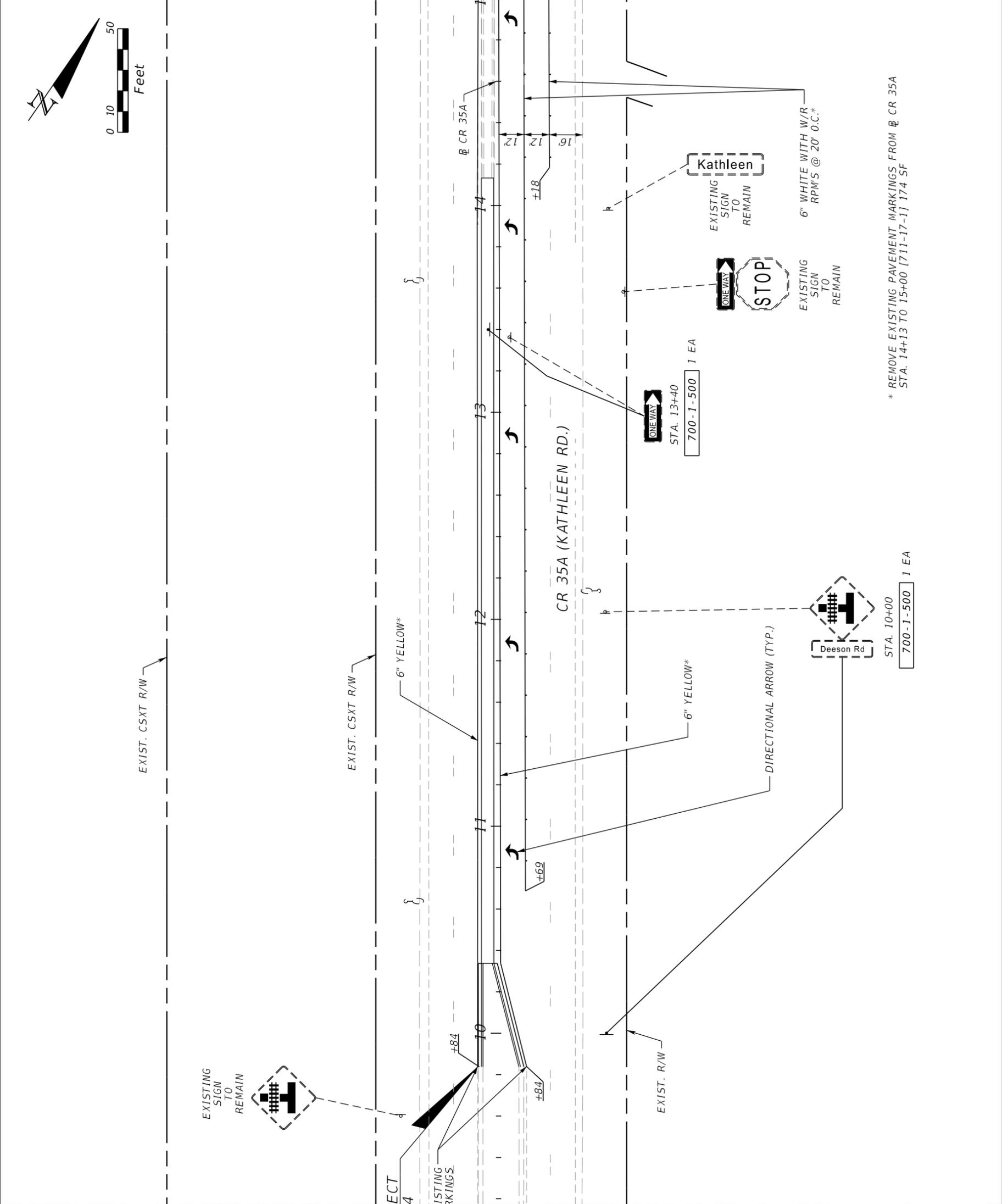


NOTES:
1. EXISTING RAILROAD GATES AND LIGHT TO BE RELOCATED BY OTHERS.

REVISIONS		DESCRIPTION	
DATE	DESCRIPTION	DATE	DESCRIPTION

LISA R. FRUGE, P.E. P.E. LICENSE NUMBER 85719 WSP USA, INC. 301 E. PINE ST., SUITE 1020 ORLANDO, FLORIDA 32801		POLK COUNTY ROADS AND DRAINAGE DIVISION	
ROAD NO. CR 35A		PROJECT NUMBER 5400231	

UTILITY ADJUSTMENT PLAN (02)	SHEET NO. 33
---------------------------------	-----------------



MATCHLINE STA. 15+00.00 SEE SIGNING AND PAVEMENT MARKING PLAN (02)

EXIST. CSXT R/W

EXIST. CSXT R/W

EXIST. R/W

BEGIN PROJECT
STA. 9+83.74

TIE INTO EXISTING
PAVEMENT MARKINGS

6" YELLOW*

6" YELLOW*

DIRECTIONAL ARROW (TYP.)

CR 35A (KATHLEEN RD.)

Kathleen

Deeson Rd

EXISTING SIGN TO REMAIN

6" WHITE WITH W/R
RPM'S @ 20' O.C.*

ONEWAY
STA. 13+40
700-1-500 1 EA

* REMOVE EXISTING PAVEMENT MARKINGS FROM CR 35A
STA. 14+13 TO 15+00 [711-17-1] 174 SF

STA. 10+00
700-1-500 1 EA

NEW
Deeson Road

W-16-15P MOD.
30X18

W3-3
48X48

W-16-8aP MOD.
48X30

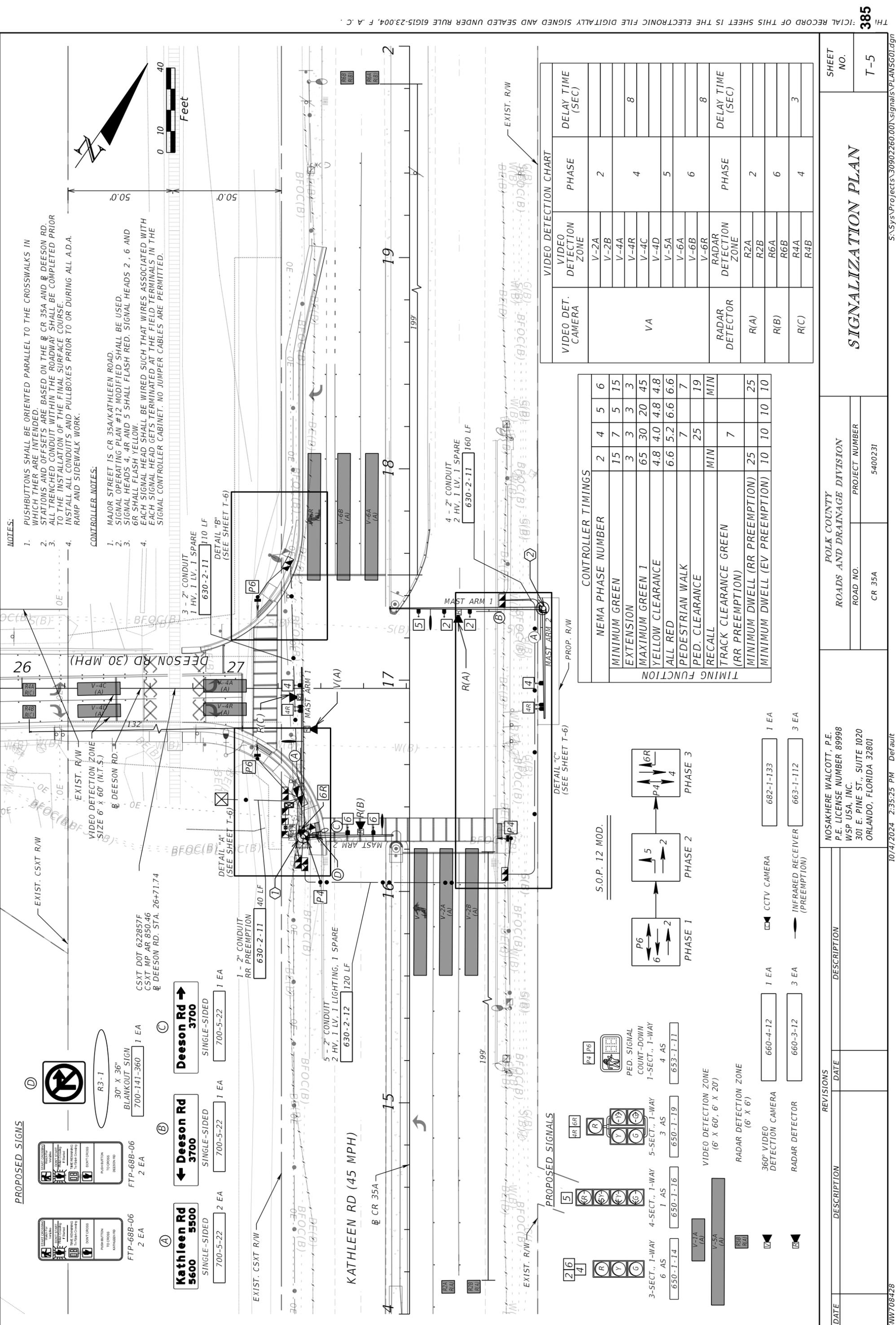
1 EA
700-1-113
INSTALL 775' FROM
STOP BAR

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

NOSAKHERE WALCOTT, P.E.
P.E. LICENSE NUMBER 89998
WSP USA, INC.
301 E. PINE ST., SUITE 1020
ORLANDO, FLORIDA 32801

POLK COUNTY ROADS AND DRAINAGE DIVISION	
ROAD NO. CR 35A	PROJECT NUMBER 5400231

SIGNING AND PAVEMENT MARKING PLAN (01)	
SHEET NO. S-4	383



REVISIONS

DATE	DESCRIPTION

POLK COUNTY ROADS AND DRAINAGE DIVISION

ROAD NO. CR 35A PROJECT NUMBER 5400231

SIGNALIZATION PLAN

SHEET NO. T-5

NOSAKHERE WALCOTT, P.E.
P.E. LICENSE NUMBER 89998
WSP USA, INC.
301 E. PINE ST., SUITE 1020
ORLANDO, FLORIDA 32801

10/4/2024 2:35:25 PM Default

NOSAKHERE WALCOTT, P.E.
 P.E. LICENSE NUMBER 89998
 WSP USA, INC.
 301 E. PINE ST., SUITE 1020
 ORLANDO, FLORIDA 32801

POLK COUNTY
 ROADS AND DRAINAGE DIVISION
 ROAD NO.
 CR 35A
 PROJECT NUMBER
 5400231

LIGHTING PLAN (01)

SHEET NO.
 L-5

EXIST. CSXT R/W

EXIST. R/W

CR 35A (KATHLEEN RD.)

CR 35A (KATHLEEN RD.)

EXIST. CSXT R/W

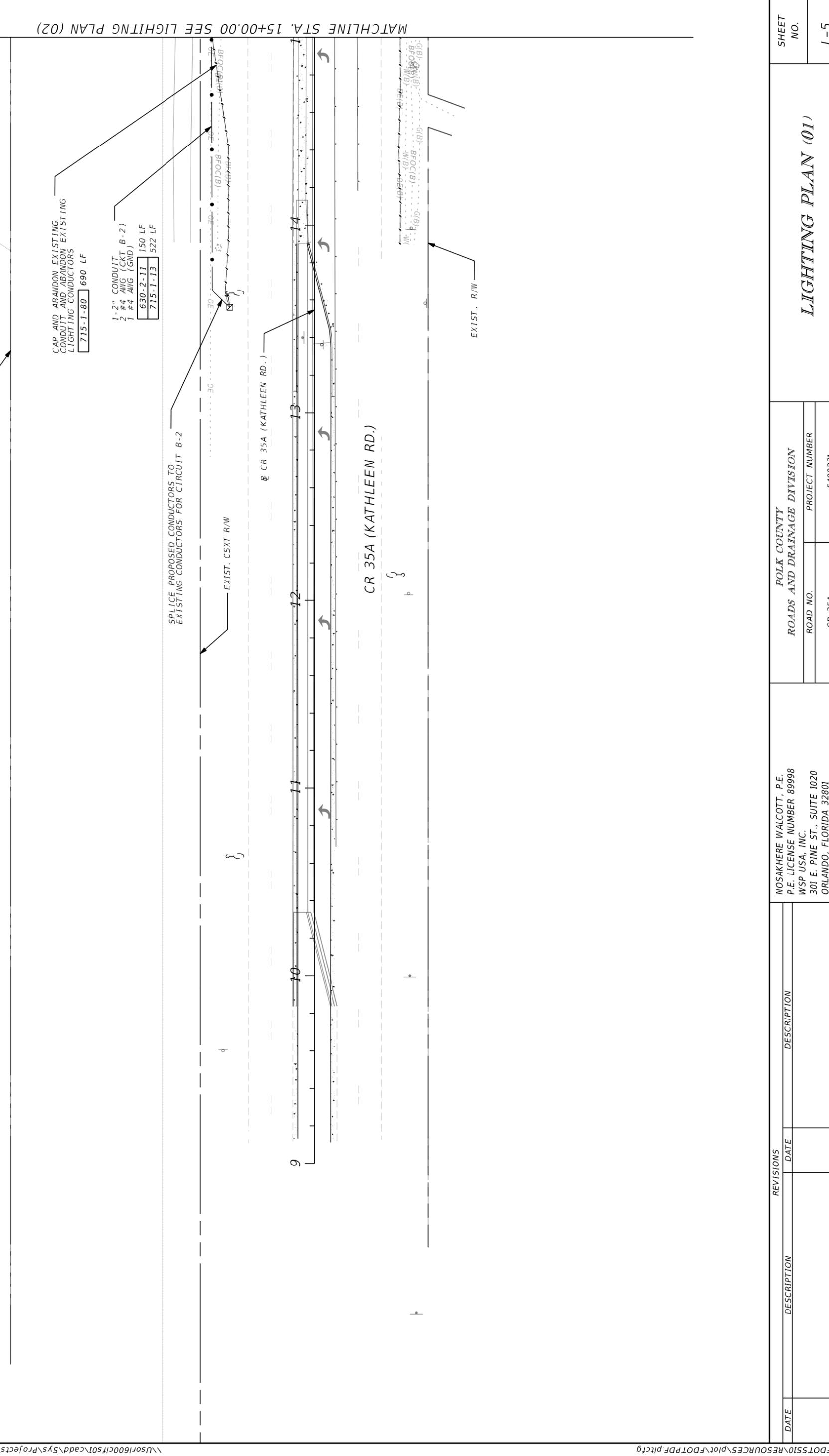
SPLICE PROPOSED CONDUCTORS TO EXISTING CONDUCTORS FOR CIRCUIT B-2

CAP AND ABANDON EXISTING CONDUIT AND ABANDON EXISTING LIGHTING CONDUCTORS

715-1-80 690 LF

1-2" CONDUIT (CKT B-2)
 2 #4 AWG (GND)
 1 #4 AWG (GND)
 630-2-11 150 LF
 715-1-13 522 LF

MATCHLINE STA. 15+00.00 SEE LIGHTING PLAN (02)



REQUEST FOR LEGAL SERVICES

TO: COUNTY ATTORNEY'S OFFICE (AT01)

ATTENTION: Noah Milov _____
(CHECK ONE) Heather Bryan _____

FROM: _____ DATE: _____
(Name and Phone Number)

RETURN TO: _____ DIVISION: _____

BOARD AGENDA DATE: _____ COUNTY MANAGER ITEM: _____

PROJECT: _____

CSA/CONTRACT NUMBER: _____

MODIFICATION NUMBER: _____ CHANGE ORDER NUMBER: _____

TYPE OF AGREEMENT: _____

NAME OF CONSULTANT/CONTRACTOR: _____

Please indicate any time limits and attach all necessary documentation.

REQUEST IN DETAIL: _____

Please review attachments for the Board Agenda date indicated and return APPROVED documents at your earliest convenience. THANK YOU.

For CAO Use Only:

Assigned Staff: _____ Log-In Date: _____

CAO Project Number: _____ Log-Out Date: _____

This instrument prepared by
or under the direction of:

Kim R. Bongiovanni
Assistant General Counsel
Law Department
500 Water Street
Jacksonville, Florida 32202

DEED OF EASEMENT

THIS EASEMENT DEED, made as of _____ day of _____, 20___, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor," and Polk County, a political subdivision of the State of Florida, whose mailing address is P.O. Box 988, Bartow, Florida 33830 hereinafter called "Grantee"; WITNESSETH:

(Wherever used herein, the terms "Grantor" and "Grantee" may be construed in the singular or plural as the context may require or admit, and for purposes of exceptions, reservations and/or covenants, shall include the heirs, legal representatives and assigns of individuals or the successors and assigns of corporations.)

THAT, for and in consideration of payment of the sum of FORTY-FIVE THOUSAND THREE HUNDRED AND NO/100 DOLLARS (\$45,300), which is the full monetary consideration for this conveyance, and other valuable consideration, the receipt whereof is hereby acknowledged, Grantor does hereby GRANT and CONVEY unto Grantee, Grantee's successors and assigns, WITHOUT WARRANTY and only to the extent that Grantor's title permits, and FURTHER SUBJECT TO the terms, conditions, exceptions and reservations herein made, (a) non-exclusive permanent roadway easement, on, over or across Grantor's property at kathleen, County of Polk, State of Florida, hereinafter designated "the Box Easement", which Box Easement is more particularly described in Exhibit A, attached hereto and incorporated herein, for the purpose use for the improvements along Deeson Road to include adding sidewalk, repaving, and restriping the existing road located at DOT 622857F, mile post AR 850.43.

EXCEPTING and RESERVING unto Grantor, its successors and assigns, the right to continue to occupy, possess and use the land upon which the Box Easement is imposed for any and all existing and future purposes.

TO HAVE AND TO HOLD the Box Easement and rights herein granted, solely for the purpose herein contained; SUBJECT, however, to any and all existing agreements, occupancies, easements, encroachments, ways and servitudes, any public or private utilities, cables, wires, pipes and other facilities located in, on, over, under or across the Box Easement, and all

agreements, easements and rights granted or reserved therefor, whether the instruments granting or reserving the same be recorded or unrecorded; ALSO SUBJECT TO the following terms, conditions, exceptions and reservations:

EXCEPTING unto Grantor, its successors and assigns, airspace rights if any, above the Premises, which airspace lies above a horizontal plane, the elevation which begins at twenty-three (23) feet above the top of existing rail.

1. Said bridge, highway or roadway shall be constructed, maintained, repaired, renewed, reconstructed and/or removed in accordance with the provisions of that certain Agreement made between CSX Transportation, Inc. and Polk County dated _____, and the Plans for the said improvements, which Agreement and Plans are on file in the respective offices of said parties; and the provisions of said Agreement shall survive delivery of this deed.
2. Grantee, its successors and assigns, shall provide and maintain, at Grantee's sole expense, drainage facilities in accordance with plans and specifications for said Road or Highway project, which plans and specifications are on file in the respective offices of the parties hereto, to prevent runoff and other surface waters collected on the Box Easement(s) from flowing over Grantor's tracks and adjacent properties.
3. Grantee agrees that it shall not assess Grantor any stormwater fee associated with any drainage facilities, ditches or drainage structures associated or necessary do to the roadway. Furthermore, Grantee shall be responsible for any stormwater fees assessed by any County or State agency managing such systems.
4. If Grantee, its successors and assigns, desire to or is required to revise, renew, add to, expand or alter the roadway pursuant to this Easement, it shall submit plans for the same to Grantor's Chief Engineer or his authorized representative, and procure written approval thereof (which approval shall not be unreasonably withheld or delayed) before any such alteration or expansion is performed.
5. Grantee, its successors and assigns, shall not at any time impair or interfere with the lateral or subjacent support of Grantor's properties, structures, tracks or improvements on or adjacent to the Box Easement, or otherwise damage the same in any way.
6. Excluded from this grant are any and all rights of way for access, ingress or egress, whether by way of necessity, implication or otherwise, across, under or over any adjoining properties of Grantor.
7. All road or highway structures shall be constructed, erected and maintained by Grantee, in, on or over the Box Easement to provide for a minimum vertical clearance of twenty-three (23) feet (from top of existing rail) and minimum lateral clearance of eighteen (18) feet (from center line of existing tracks).

8. If, at any time, the box Easement(s) herein granted, or any part thereof, shall no longer be used or required by Grantee, its successors or assigns, for the purposes for which granted, the same shall terminate, and Grantee, its successors or assigns, shall execute such instrument as provided or as hereafter may be required by law to clear title to the aforesaid property.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, CSX TRANSPORTATION, INC., pursuant to due corporate authority, has caused its name to be signed hereto by its officers hereunto duly authorized and its corporate seal, duly attested, to be hereunto affixed.

Signed, sealed and delivered
in the presence of:

CSX TRANSPORTATION, INC., a Virginia Corporation:

_____ By: _____
Print Name:
Print Title:

_____ Attest _____ (SEAL)
Print Title:
Print Name: _____

STATE OF FLORIDA)
) SS.
COUNTY OF DUVAL)

I, _____, a Notary Public of the State of Florida and the County of Duval, do certify that, on the date below, before me in said County came Christina W. Bottomley (X) to me known, and/or () proven by satisfactory current evidence to be the person whose name is subscribed to the above instrument, who, being by me by means of (X) physical presence or () online notarization first duly sworn, did make oath, acknowledge and say that: she is Vice President of Business Development and Real Estate of CSX Transportation, Inc., the corporation described in and which executed said instrument; she is fully informed of the contents of the instrument; she knows the seal of said corporation; the seal affixed to said instrument is such seal; it was so affixed by authority of the Board of Directors of said corporation; she signed her name thereto for said corporation pursuant to Board authority; and instrument is the free act and deed of said corporation; and the conveyance herein is not part of a transaction, sale, lease, exchange or other transfer or conveyance of all or substantially all of the property and/or assets of the Grantor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this _____ day of _____, 20__.

_____(SEAL)
Notary Public
Print Name:
My commission expires on:

EXHIBIT A

Description of Easement at: Kathleen, Polk County, Florida
To: Polk County
CSXT Deed File No.: 2025-12330

LEGAL DESCRIPTIONS



Polk County
Board of County Commissioners

Agenda Item N.1.

5/20/2025

SUBJECT

Reappoint Mark Ferreira as a member of the Housing and Neighborhood Development Office Affordable Housing Advisory Committee (AHAC). (No fiscal impact).

DESCRIPTION

Request the Board approve the Reappointment Mark Ferreira of the Housing and Neighborhood Development Office Affordable Housing Advisory Committee (AHAC) beginning May 6, 2025, to May 6, 2028.

The AHAC is an organized group of concerned citizens appointed by the Board of County Commissioners (BoCC). Its mission is to eliminate substandard housing conditions within the county, provide increased opportunities for all of Polk County's current and future very low-, low- and moderate-income residents and special needs populations to obtain safe, affordable housing. The By-Laws of the AHAC, under Section II-Membership, states that members shall be appointed for staggered 3-year terms. The AHAC will meet as needed, approximately once or twice per year, to review established policies and procedures, ordinances, land development regulations, and adopted local government comprehensive plan.

The AHAC was established by Florida Statute 420.9076 for the State Housing Initiatives Partnership (SHIP) Program and requires 8 (eight) members but not more than 11 (eleven) representatives from specific professions. Polk County must maintain the AHAC to remain compliant with Florida Statute 420.9072 to be eligible for SHIP grant funds. The AHAC members are dedicated professionals who volunteer their time and expertise to serve the citizens of Polk County. The Affordable Housing Advisory Committee members for appointments are listed below:

Mark Ferreira, Executive Director Habitat East Polk, under the category of a citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing.

RECOMMENDATION

For the Board to approve the Reappointment of Mark Ferreira to HND's AHAC for a three-year term ending May 6, 2028.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Jennifer Cooper

Housing and Neighborhood Manager

jennifercooper@polk-county.net

(863) 534-5239



MARK A FERREIRA

NONPROFIT EXECUTIVE | COLLABORATIVE LEADER

PHILOSOPHY

Love people. Change the world. True leaders serve others with dignity and respect. From team members to clients, every individual holds unique and invaluable potential. Great leaders model transparency and boldness to achieve success.

SKILLS

- Nonprofit Management
- Change Leadership
- Fundraising
- Donor Cultivation
- Public Speaking
- Disaster Relief
- Secondhand Retail
- Gift-in-Kind Acquisition
- Substance Abuse Treatment
- Training/Education
- Managerial Accounting
- Volunteer Management
- Board Development
- Coaching/Mentoring
- MS Office Suite
- Social Media
- Music Performance
- Live Streaming
- Content Creation

EXPERIENCE

EXECUTIVE DIRECTOR

HABITAT FOR HUMANITY OF EAST POLK COUNTY

2021-PRESENT

Affiliate of Habitat for Humanity International increasing access to housing through construction and affordable mortgage loans.

- Direct operations of the HFH affiliate, including two ReStore locations
- Implement strategies to alleviate poverty through homeownership
- Coordinate with community partners to achieve positive change

AFFILIATE/CONTENT CREATOR

TWITCH TV (SELF EMPLOYED)

2020-PRESENT

Twitch TV channel MarkedChords (twitch.tv/MarkedChords) is a growing online community of acceptance and positivity featuring live music.

- Utilize live broadcasting software to produce and engineer over 1,000 hours of live content with nearly 60,000 views.
- Perform expanding repertoire of music with voice, piano, and tuba in a live online venue as a solo entertainer and musician

EXECUTIVE DIRECTOR/ADMINISTRATOR

THE SALVATION ARMY BROCKTON ADULT REHABILITATION CENTER

2015-2021

Regional operation including nine locations throughout Southeast Massachusetts & Cape Cod, including a 60-bed drug and alcohol rehab

- Direct a long term (six to twelve month) drug and alcohol rehab
- Implemented harm-reduction procedures for intake and discharge of clients, updating program and improving completion rate by 120%
- Responsible for six thrift stores and donation acquisition in region

CENSUS FIELD SUPERVISOR

UNITED STATES CENSUS BUREAU

2020-2020

Government agency responsible for the Decennial Census.

- Trained and managed 30 enumerators to complete field operations in assigned zip codes ahead of schedule
- Worked alongside a team to be first completed census zone in Eastern Massachusetts



MARK@HABITAEASTPOLK.ORG



@MARKEDCHORDS



609 865 6517



LINKEDIN.COM/IN/MARKAFERRI 398

VOLUNTEER SERVICE

ROTARY INTERNATIONAL

- **MEMBER**
2010-Present
- **ASSISTANT GOVERNOR**
District 7950
2020-2021
- **CLUB PRESIDENT**
Rotary Club of Brockton, MA
2019-2020
- **ASSISTANT GOVERNOR**
District 6690
2013-2014
- **CLUB PRESIDENT**
Rotary club of
Portsmouth, OH
2011-2012

GRAND LODGE OF OHIO F&AM

- **MEMBER**
2010-Present
- **CHAPLAIN**
Aurora Lodge No. 48 F&AM
2013-2014
- **MASTER**
Aurora Lodge No. 48 F&AM
2012-2013

BOY SCOUTS OF AMERICA

- **ACTING CUBMASTER**
Cub Scout Pack 88
2020-2021
- **DEN LEADER**
Cub Scout Pack 88
2017-2020

GEORGE MITCHELL ELEMENTARY SCHOOL PARENT ASSOCIATION

- **BOARD MEMBER**
2017-2021

EXPERIENCE (CONTINUED)

ASSOCIATE ADMINISTRATOR

THE SALVATION ARMY HEMPSTEAD ADULT REHABILITATION CENTER

2014-2015

Regional operation comprising seven locations across Long Island, New York including a 100-bed drug and alcohol rehab

- Streamlined donation acquisition, reducing donor wait time by 80%
- Completed thrift store and residential renovations
- Implemented marketing campaign to expand client base, filling 100% of available program capacity

EXECUTIVE DIRECTOR

THE SALVATION ARMY PORTSMOUTH CITADEL CORPS

2009-2014

Community center, social services office, thrift store, and church located in the small community of Portsmouth, Ohio

- Increased donations from under \$200k to over \$1 million annually and expanded direct service from \$25k to \$650k
- Secured \$6 million donation for local operating endowment
- Developed Emergency Disaster Services team serving Southeast Ohio, providing emergency support for tornadoes, fire, and flooding

EDUCATION

BS NONPROFIT ADMINISTRATION • 2019 • ASBURY UNIVERSITY

Summa Cum Laude 4.0 GPA

- Capstone Project- Moving Beyond the Minnesota Model
- Topics for study include Fundraising, Board Development, Leadership, Change Management, and Accounting

CERTIFICATE AND ORDINATION • 2011 • COLLEGE FOR OFFICER TRAINING

Training Certificate and Ordination as Salvation Army Officer

- Practical education including classroom, practicum, and internships
- Topics for study include Theology, Leadership, Finance, Nonprofit Administration, and Program Development

RESEARCH

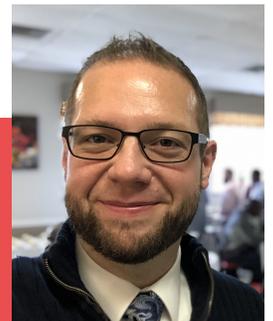
MOVING BEYOND THE MINNESOTA MODEL • 2019 • ASBURY UNIVERSITY

Capstone Project- 121 pg report w/ presentation (available upon request)

Conducted and implemented qualitative phenomenological study using semi-structured surveys among clients

MARK A FERREIRA

NONPROFIT EXECUTIVE | COLLABORATIVE LEADER





Polk County
Board of County Commissioners

Agenda Item N.2.

5/20/2025

SUBJECT

Appoint Vermishia Pitts as a new member of the Housing and Neighborhood Development Office Affordable Housing Advisory Committee (AHAC). (No fiscal impact).

DESCRIPTION

Request the Board approve the Appointment of new member Vermishia Pitts of the Housing and Neighborhood Development Office Affordable Housing Advisory Committee (AHAC) beginning May 6, 2025, to May 6, 2028.

The AHAC is an organized group of concerned citizens appointed by the Board of County Commissioners (BoCC). Its mission is to eliminate substandard housing conditions within the county, provide increased opportunities for all of Polk County's current and future very low-, low- and moderate-income residents and special needs populations to obtain safe, affordable housing. The By-Laws of the AHAC, under Section II-Membership, states that members shall be appointed for staggered 3-year terms. The AHAC will meet as needed, approximately once or twice per year, to review established policies and procedures, ordinances, land development regulations, and adopted local government comprehensive plan.

The AHAC was established by Florida Statute 420.9076 for the State Housing Initiatives Partnership (SHIP) Program and requires 8 (eight) members but not more than 11 (eleven) representatives from specific professions. Polk County must maintain the AHAC to remain compliant with Florida Statute 420.9072 to be eligible for SHIP grant funds. The AHAC members are dedicated professionals who volunteer their time and expertise to serve the citizens of Polk County. The Affordable Housing Advisory Committee members for appointments are listed below:

Vermishia Pitts, Chief Operations Officer for Lakeland Habitat, under the category of one citizen who is actively engaged in the residential home building industry in connection with affordable housing.

RECOMMENDATION

For the Board to approve the Appointment of Vermishia Pitts to HND's AHAC for a three-year term ending May 6, 2028.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Jennifer Cooper

Housing and Neighborhood Manager

jennifercooper@polk-county.net

(863) 534-5239

Vermishia Pitts

Chief Operations Officer

Contact

409 North Stella Ave
Lakeland, FL 33801
863.589.3809
mphilips@habitatoflakeland.org

Education

Lake Region High School
Eagle Lake, FL 33830
High School Diploma/H-Honors
2004 GPA 3.87

Key Skills

QLO Originator
Project Management
Competent Person
Communication
Problem-solving

Objective

As a COO, my primary objective is to support the functioning of business operations by managing staff, coordinating operations, and ensuring exceptional customer service. I aim to create a positive and productive work environment by communicating with team members, setting clear goals, and monitoring performance.

Experience

APRIL 2012 - PRESENT

Chief Operations Officer | Lakeland Habitat for Humanity, Inc.

MARCH 2007 - APRIL 2010

Assistant Manager | Champs Sports

AUGUST 2003 - FEBRUARY 2007

Shift Leader | KFC

Overseeing daily operations, managing staff, ensuring compliance with all regulations, Safety Compliances, and providing exceptional customer service. Also responsible for analyzing financial data, identifying trends, and developing strategies to improve the store's performance.

Communication

Implemented new procedures that improved efficiency and streamlined operations.

Leadership

Successfully led a team to exceed sales goals while maintaining excellent customer satisfaction.

References

Available upon request.



Polk County
Board of County Commissioners

Agenda Item O.1.

5/20/2025

SUBJECT

Public Hearing (LDPCAS-2025-1 Richard Munday CPA Amendment) (Adoption Hearing) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 1.47 acres from Residential-Suburban (RS) to Linear Commercial Corridor (LCC). (No Fiscal Impact)

DESCRIPTION

This is an applicant-initiated request for property located on the west side of State Road 60, north of Shady Hammock Drive, in Section 33, Township 29, Range 23. State law requires one Planning Commission hearing, which was held on April 2, 2025, with a recommendation for approval (Vote 7:0).

The Florida Statutes require the local governing board to take action on the proposed amendment.

RECOMMENDATION

Approve

FISCAL IMPACT

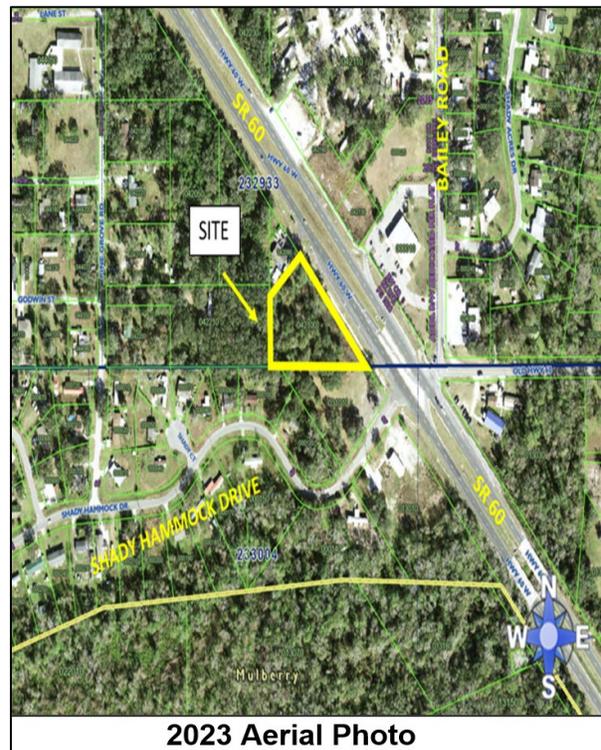
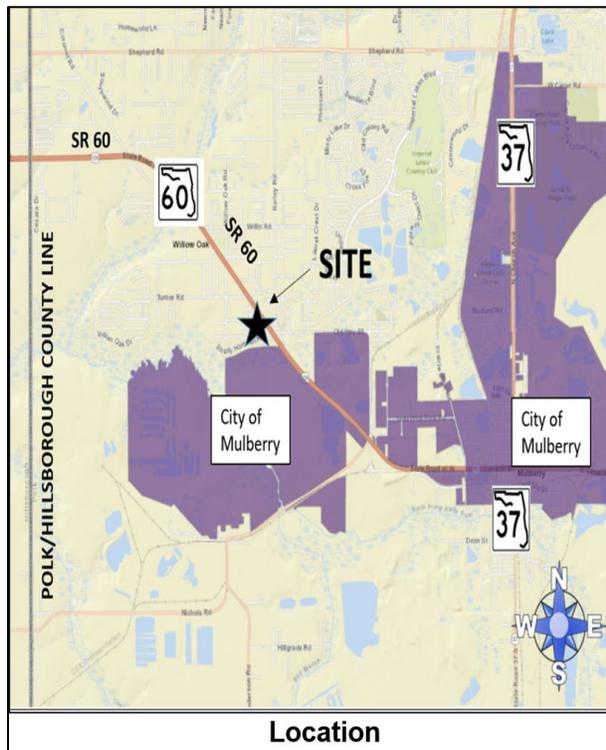
No Fiscal Impact

CONTACT INFORMATION

Mark J. Bennett, AICP, FRA-RA, CNU-A, Senior Planner
Land Development
(863) 534-6455
Markbennett@polk-county.net

POLK COUNTY DEVELOPMENT REVIEW COMMITTEE STAFF REPORT

DRC Date:	January 30, 2025
Planning Commission Date:	April 2, 2025
BoCC Dates:	May 20, 2025
Applicant:	Albert Baker
Level of Review:	Level 4 Review, Small-Scale Comprehensive Plan Amendment
Case Number and Name:	LDCPAS-2025-1 (Richard Munday CPA)
Request:	Change 1.47 acres from Residential Suburban (RS) to Linear Commercial Corridor (LCC).
Location:	West side of State Road 60, north of Shady Hammock Drive, in Section 33, Township 29, Range 23.
Property Owner:	Richard Munday
Parcel Size:	1.47 acres
Development Area:	Suburban Development Area (SDA)
Future Land Use:	Residential-Suburban (RS)
Nearest Municipality:	Mulberry
DRC Recommendation:	Approval
Planning Commission Vote:	Approval (7:0)
Florida Commerce:	Not Applicable
Case Planner:	Mark J. Bennett, AICP, FRA-RA, CNU-A, Senior Planner



Summary:

This is an applicant-initiated Comprehensive Plan map amendment to change 1.47 acres from Residential-Suburban (RS) to Linear Commercial Corridor (LCC) on the Future Land Use Map. The approval justification for this request is based on infilling of LCC based on the following:

- 1) LCC is adjacent to the subject site to the east at Shady Hammock Drive.
- 2) To the west of the subject site about 580 feet along SR 60 on the same side of the road is an Office Center (OC) at Pine Grove Road; and
- 3) Neighborhood Activity Center (NAC) is on the north side of SR 60 between Shady Hammock Drive and north of Pine Grove Road.

The OC and the NAC did not exist at the time of the Comprehensive Plan adoption. This request will further the infilling of property along SR 60 between Shady Hammock Drive and Pine Grove Road and the NAC.

Compatibility Summary

The primary concern with this request is consistency with the relevant provisions of the Comprehensive Plan. The requested application is for a Linear Commercial Corridor (LCCs). Policy 2.111-A1, Characteristics of LCCs, states that Linear Commercial Corridors are characterized by linear concentrations of all types of commercial, office, and institutional uses along a roadway. Policy 2.111-A3, Location Criteria (for LCCs), states that “The expansion of an LCC shall be limited to infill development. Infilling of an existing Linear Commercial Corridor shall be limited to a depth which corresponds to the typical depth of existing development within the general area of the infill development.”

The site is considered infill. Property adjacent to the site is already designated as LCC, with Office Center (OC), Neighborhood Activity Center (NAC) and LCC designation on adjoining property. Adjacent property is used for retail commercial activities, with institutional uses (church) located close by. Because of the location of commercial/office land use designations and uses, designating the subject parcel as an LCC would be considered to be infill, and therefore consistent with these policies.

Infrastructure Summary

Polk County Utilities has adequate water capacity to serve this property. Because this amendment is for a non-residential use, schools will not be impacted. There is sufficient roadway capacity. Public safety facilities and services are available.

Environmental Summary

The site is not within the 100-year floodplain, does not contain wetlands or surface waters. No adverse environmental impacts are expected as a result of development of this site.

Comprehensive Plan

Listed below are the relevant sections of the Comprehensive Plan that are applicable to this request:

- Policy 2.102(A1-A15): Growth Management Policies
- Policy 2.106(A1-A7) Suburban Development Areas (SDAs)
- Policy 2.111(A1-A6) Linear Commercial Corridors (LCCs)
- Policy 2.120(A1-A4): Residential-Suburban (RS)
- Section 2.124-B Airport-Impact Districts
- Section 2.124-F Redevelopment Districts

Findings of Fact

Request and Legal Status

- LDCPAS-2025-1 is an applicant-initiated request for a Comprehensive Plan Amendment (CPA) to designate approximately ± 1.47 acres from Residential Suburban (RS) to Linear Commercial Corridor (LCC).
- POLICY 2.106-A1 describes SDAs as those areas within the County which are, in most cases, located between municipalities, TSDA or UGA and the Rural Development Areas (RDAs). In the SDA, agricultural activities coexist alongside low density developed areas in the fringes of municipalities and other urban centers. These areas have developed predominately residential, in a suburban pattern with County-owned, municipal or County-franchised potable-water systems, but without centralized sewer facilities and very little, if any, supporting public facilities and non-residential uses. Other urban services typically found to accompany a suburban area include, but are not limited to multimodal transportation facilities, public safety, recreational and educational services.
- Policy 2.109-A26 describes the Residential-Suburban land use district as follows: “The purpose of the Residential-Suburban (RS) is to provide for suburban-density residential development to promote the proper transition of land from rural to urban uses. The RS land use permits single-family dwelling units, family care homes, agricultural support uses, and community facilities.”
- The property is used as vacant and contains woodlands.

Compatibility

- The Comprehensive Plan defines Compatibility in Section 4.400 as “A condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition.”
- The proposed request is for a Linear Commercial Corridor (LCC) use.
- Surrounding uses include single-family residential and mobile home development at various densities, ranging from ¼ acre to 2+ acre tracts to the west and southwest, commercial uses (dollar store and retail convenience store) to the east, food truck and car sales to the southeast, and institutional uses (church) on the north side of SR 60.
- Policy 2.111-A1, Characteristics of LCCs, states that Linear Commercial Corridors are characterized by linear concentrations of all types of commercial, office, and institutional uses along a roadway.
- Policy 2.111-A3, Location Criteria (for LCCs), states that “The expansion of an LCC shall be limited to infill development. Infilling of an existing Linear Commercial Corridor shall be limited to a depth which corresponds to the typical depth of existing development within the general area of the infill development.”

- LCC is adjacent to the site to the southeast and NAC on the north side of SR 60. The adjacent use to the northwest is a single-family home. The Office Center (OC) Future Land Use designation is further to the northwest of the site along and on the south side of SR 60 about 525 feet.
- The NAC on the north side of SR 60 runs the entire length from Shady Hammock Drive and north of the OC at Pine Grove Road.
- Property east and adjacent to the site is already designated as LCC.

Infrastructure

- The property is zoned for Willow Oak Elementary, Mulberry Middle, and Mulberry Senior High.
- Fire and ambulance response is from Polk County Polk County Fire Rescue Station 8, located at 4120 Willis Road, Mulberry, 33860. The estimated response time from this station is about four (4) minutes.
- Sheriff's response to the site is served by the Southwest District, located at 4120 US 98 South, Lakeland. The responses time are as follows: Priority One: 9:29 minutes; Priority Two: 26:04 minutes.
- The subject property is adjacent to State Road (SR) 60. SR 60 is an Urban Principal Arterial, according to the Polk County TPO Roadway Network Database.
- The site is located within the Polk County Utility Service Area for water service.

Environmental

- There are no wetlands or floodplains on the site.
- The site is comprised of Tavares fine sand, a moderately-well-drained soil, according to the U.S. Department of Agriculture, Soil Conservation Service, Polk County Survey and a review of the Polk GIS Viewer.
- According to the Florida Natural Areas Inventory Biodiversity Matrix, the site is not located within an area of documented endangered animal species sighting and eagles' nests.
- The PolkGreen Map displays this parcel as part of a potential connection of an overall natural network. However, the north side of SR 60 developed with uses that make a full connection or greenway impossible. Moreover, there are no conservation easements on this parcel or in the adjacent parcels.
- This property is within Height Notification Zone of South Lakeland Airpark Impact District.
- The site is not within a Wellfield-Protection District.

- Based on information received from the Secretary of State's Department of Historical Resources office, there are no archeological or historic resources on the site.

Comprehensive Plan Policies

- POLICY 2.102-A1 Development Location, states that Polk County shall promote contiguous and compact growth patterns through the development process to minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, and prevent development patterns where tracts of land are by-passed in favor of development more distant from services and existing communities.
- POLICY 2.102-A2 Compatibility, states that land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other Policies in this Future Land Use Element, so that one or more of the following provisions are accomplished:
 - a. there have been provisions made which buffer incompatible uses from dissimilar uses;
 - b. incompatible uses are made to be more compatible to each other through limiting the intensity and scale of the more intense use;
 - c. uses are transitioned through a gradual scaling of different land use activities through the use of innovative development techniques such as a Planned Unit Development.
- POLICY 2.102-A3 Distribution, states that development shall be distributed throughout the County consistently with this Future Land Use Element so that the public utility, other community services, and public transit and transportation systems can be efficiently utilized; and compact, high-density and intensity development is located where urban services can be made available.
- POLICY 2.102-A4 Timing, states that development of land shall be timed and staged in conjunction with the cost-effective and efficient provision of supporting community services which, at a minimum, shall require compliance with the Plan's Level of Service requirements and the County's concurrency management system.
- POLICY 2.102-A10 Location Criteria, states the following factors shall be taken into consideration when determining the appropriateness of establishing or expanding any land use or development area:
 - a. nearness to incompatible land uses and future land uses, unless adequate buffering is provided;
 - b. nearness to agriculture-production areas;
 - c. distance from populated areas;
 - d. economic issues, such as minimum population support and market-area radius (where applicable);
 - e. adequacy of support facilities or adequacy of proposed facilities to be provided by the time of development, including, but are not limited to:

1. transportation facilities, including but not limited to, mass transit, sidewalks, trails and bikeways;
 2. sanitary sewer and potable water service;
 3. storm-water management;
 4. solid waste collection and disposal;
 5. fire protection with adequate response times, properly trained personnel, and proper fire-fighting equipment;
 6. emergency medical service (EMS) provisions; and
 7. other public safety features such as law enforcement;
 8. schools and other educational facilities
 9. parks, open spaces, civic areas and other community facilities
- f. environmental factors, including, but not limited to:
1. environmental sensitivity of the property and adjacent property;
 2. surface water features, including drainage patterns, basin characteristics, and flood hazards;
 3. wetlands and primary aquifer recharge areas;
 4. soil characteristics;
 5. location of potable water supplies, private wells, public well fields; and
 6. climatic conditions, including prevailing winds, when applicable.
- **POLICY 2.106-A1: DESCRIPTION** - SDAs shall be those areas within the County which are, in most cases, located between municipalities, TSDA or UGA and the Rural Development Areas (RDAs). In the SDA, agricultural activities coexist alongside low density developed areas in the fringes of municipalities and other urban centers. These areas have developed predominately residential, in a suburban pattern with County-owned, municipal or County-franchised potable-water systems, but without centralized sewer facilities and very little, if any, supporting public facilities and non-residential uses. Other urban services typically found to accompany a suburban area include, but are not limited to multimodal transportation facilities, public safety, recreational and educational services.
 - **POLICY 2.106-A3: LAND USE CATEGORIES** - The following land use categories shall be permitted within the Suburban Development Areas:
 - a. **ACTIVITY CENTERS:** Community Activity Centers, Neighborhood Activity Centers, Convenience Centers, Tourism Commercial Centers, and High-Impact Commercial Centers shall be permitted within SDAs in accordance with applicable criteria.
 - b. **RESIDENTIAL:** Residential-Suburban.

c. OTHER: Linear Commercial Corridors, Commercial Enclaves, Industrial, Business-Park Centers, Office Centers, Leisure/Recreation, Institutional, Recreation and Open Space, and Preservation.

Note: Some land use categories are only allowed in adopted Selected Area Plans, special areas or neighborhood plans as specified in Section 2.109.

- POLICY 2.111-A1: CHARACTERISTICS - Linear Commercial Corridors are characterized by linear concentrations of all types of commercial, office, and institutional uses along a roadway. Some Linear Commercial Corridors may contain existing industrial uses. For parcels with LCC land use designation in the TSDA and/or TCCO, development and redevelopment of areas may also include stand-alone residential and mixed use structures.
- POLICY 2.111-A3: Location Criteria - Expansion of an LCC shall be limited to infill development. Infilling of an existing Linear Commercial Corridor shall be limited to a depth which corresponds to the typical depth of existing development within the general area of the infill development. The extension (along the road) or establishment of new LCC strips shall not be permitted, except to recognized legitimate errors made during the original mapping process. Any such map-error corrections shall require that a Plan amendment be processed consistent with requirements of this policy and Chapter 163, FS. The following factors shall be taken into consideration when evaluating whether an error was made during the original mapping process:
 - a. USES OF THE LAND AND DEVELOPMENT OF THE PARCEL, AND SURROUNDING LAND, EXISTING AS OF APRIL 19, 1991: The use of the land and existing development of the subject parcel and the surrounding area as of the adoption of the Plan would be taken into consideration when determining an error. Land that was vacant, or developed in some other manner than that of the claimed error, would be determined not to be an error.
 - b. ZONING OF THE PARCEL, AND SURROUNDING LAND, AS OF APRIL 19, 1991: The existing zoning of a parcel and surrounding area, as of the Plan's adoption date, would be considered in determining an error. However, the property's zoning would not be a factor, in and of itself, when the subject property is vacant.
 - c. EXISTING PROPERTY LINES AS OF APRIL 19, 1991: Parcels existing as of the adoption date of the Plan would be considered in determining an error. Lands added to a parcel, or parcels under one ownership, since the adoption would not be considered.
 - d. CONSISTENCY WITH THE PLAN: Was the subject property consistent with the Plan's criteria for the claimed land use category at the time of Plan adoption? Is the claimed designation consistent with the Plan's overall objective to control urban sprawl and to not degrade the County's overall growth management program? Isolated development and/or spot zonings would not be considered an error.

e. RECORDS OF THE COMPREHENSIVE PLAN CITIZENS' ADVISORY COMMITTEE (CAC) FUTURE LAND USE SUBCOMMITTEE AND THE BoCC PRIOR TO APRIL 19, 1991: Information contained in the minutes and other records indicating the intention of those bodies were different than what was actually adopted would be used in determining mapping errors.

f. REZONING ACTIONS APPROVED BY THE BoCC BETWEEN JANUARY 1, 1990, AND APRIL 19, 1991: Rezoning actions approved by the BoCC after the initial staff mapping effort and the adoption of the Plan, which were not included in the final Plan map, would be considered in determining an error, whether the land was vacant or not.

g. OTHER FACTORS: Environmental constraints, availability of infrastructure at acceptable levels of service, and the Plan's Capital Improvement Program (CIP) at the time of adoption would be considered.

- POLICY 2.111-A4: Development Criteria - Development or redevelopment within a Linear Commercial Corridor shall conform to the following criteria:

a. Permitted uses include all types of commercial, office, and institutional uses typically located along a roadway. New industrial and High-Impact-Commercial-type (HIC) development shall be limited to in-filling existing industrial/HIC areas, and new industrial/HIC development shall not extend or expand these industrial/high-impact areas.

b. New development or redevelopment of non-residential uses within a Linear Commercial Corridor shall be limited to the intensities of uses at the same or less intensity as adjacent existing uses. New development or redevelopment of non-residential uses adjacent to existing uses shall be compatible with each other without allowing a higher intensity of development.

c. Step-down uses shall be encouraged between different intensity uses as in-fill and shall be lower in intensity than the highest existing intensive use. Step-down uses shall be contiguous to an intensive use land use, and shall not be separated from that use by an arterial or collector road, or a natural or man-made barrier which makes the step-down use unnecessary.

d. New development or redevelopment within a Linear Commercial Corridor shall incorporate the use of frontage roads wherever there is adequate public right-of-way or there is property available for the expansion of the right-of-way or the establishment of frontage-road easements to facilitate such roads in accordance with recognized highway safety standards. Whenever the placement of frontage roads is not practical, shared ingress/egress facilities shall be used.

e. Adequate parking shall be provided to meet the demands of the uses, and interior traffic circulation shall facilitate safe bicycle and pedestrian movement.

f. Where the LCC abuts residential areas, uses should be limited to a size, scale, and intensity necessary to provide the residents of the community and surrounding area with retail, personal, and community services. New development or redevelopment of non-residential development adjacent to residential areas shall be compatible with adjacent existing uses without allowing a higher intensity of development.

g. Buffering shall be provided where the effects of lighting, noise, odors, and other such factors would adversely affect adjacent land uses. Parking lots, loading areas, dumpsters, utilities and air conditioning units, signage, etc., are examples of facilities that may require special buffering provisions.

h. The maximum floor area ratio shall not exceed 0.35 for non-residential development.

- OBJECTIVE 2.124-B (Airport Impact Districts): The Polk County Plan shall provide for aviation-compatible land uses around airports licensed for public use, by limiting or restricting incompatible land uses and activities, as defined by the Polk County Airport Zoning Regulations of the Joint Airport Zoning Board (JAZB), consistent with the objectives and policies of the Transportation Element, Section 3.200.

- POLICY 2.124-F1: Designation and Purpose - Redevelopment Districts, and Redevelopment District Revitalization Plans, are intended to:

a. utilize a comprehensive, strategic approach to identify the special needs of unincorporated communities comprised of predominantly low and moderate income residents;

b. involve neighborhood residents in every phase of the planning process;

c. develop action plans to meet the identified needs including, but not limited to, social and community services, infrastructure, transportation, economic development, law enforcement, and affordable housing;

d. promote an enhanced living environment for the community, and a higher quality of life for community residents;

e. promote the economic vitality of the community through the development of employment and business opportunities for community residents;

f. encourage multi-model transportation options, particularly pedestrian and bicycle travel; and

g. encourage community cohesion by promoting opportunities for the interaction of community residents, thereby engendering community pride, empowerment of residents, identification with, ownership of and participation in revitalization efforts, and a "sense of place."

Development Review Committee Recommendation: Based on the information provided by the applicant, recent site visits, and the analysis conducted within this staff report, the Development Review Committee (DRC) finds that the request **IS compatible** with the surrounding land uses and general character of the area and **IS consistent** with the Polk County Comprehensive Plan and Land Development Code. Therefore, the DRC recommends **APPROVAL of LDCPAS-2025-1**.

Planning Commission Recommendation: On April 2, 2025, in an advertised public hearing, the Planning Commission voted (7:0) to **recommend APPROVAL of LDCPAS-2025-1**.

GENERAL NOTES

NOTE: This staff report was prepared without the benefit of testimony and evidence submitted by the public and other parties at a public hearing.

NOTE: 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.

Compatibility with the Surrounding Uses

According to *Policy 2.102-A2* of Polk County's Comprehensive Plan, "land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other policies in this Future Land Use Element, so that one or more of the following provisions are accomplished: a. there have been provisions made which buffer incompatible uses from dissimilar uses; b. incompatible uses are made to be more compatible to each other through limiting the intensity and scale of the more intense use; and c. uses are transitioned through a gradual scaling of different land use activities through the use of innovative development techniques such as a Planned Unit Development." The "development criteria" and the "density and dimensional regulations" of a land use district are often the measuring tools used by staff to determine compatibility and the appropriateness of locating differentiating uses. Compatibility is defined in the Comprehensive Plan as "a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition."

A. Land Uses

The site is within a Suburban Development Area (SDA) and a Residential-Suburban (RS) Land Use designation. These designations recognize areas with limited public services and only allow residential development at a density greater than one unit per five acres unless a Suburban Planned Development approval is obtained.

The site is undeveloped and is vacant. Surrounding uses include single-family residential and mobile home development at various densities, ranging from ¼ acre to 2+ acre-sized tracts. Other uses of adjacent property include vacant commercial lands, retail commercial (food truck, dollar/convenience stores and car sales) and a church.

The primary concern with this request is consistency with the relevant provisions of the Comprehensive Plan. The requested application is for a Linear Commercial Corridor (LCCs). Generally, the Plan's intent is to recognize existing strip commercial areas, but limit their further growth and expansion, with the intent of directing this type of growth into activity centers instead. Policy 2.111-A1, Characteristics of LCCs, states that Linear Commercial Corridors are

characterized by linear concentrations of all types of commercial, office, and institutional uses along a roadway. Given that this site is next to commercial and institutional uses and is adjacent to a linear concentration of strip commercial uses and property designated as LCC, this request is consistent with this policy.

Another applicable policy that is related to this request is Policy 2.111-A3, Location Criteria (for LCCs). This policy states that “The expansion of an LCC shall be limited to infill development. Infilling of an existing Linear Commercial Corridor shall be limited to a depth which corresponds to the typical depth of existing development within the general area of the infill development.” Applied to this case, the request would be considered infill. Property adjacent to the site is already designated as LCC. There is an Office Center (OC) designation on property 525 feet northwest of the site, along SR 60. As previously mentioned, property across SR 60 from this site is designated commercial (Neighborhood Activity Center) and is used for retail commercial activities, with institutional uses (church) located close by. Because of the location of commercial/office land use designations and uses, designating the subject parcel as an LCC would be considered to be infill, and therefore consistent with this policy.

B. Infrastructure:

According to Comprehensive Plan POLICY 2.102-A1: DEVELOPMENT LOCATION, “Polk County shall promote contiguous and compact growth patterns through the development process to minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, and prevent development patterns where tracts of land are by-passed in favor of development more distant from services and existing communities.”

The site is currently located in the Suburban Development Area (SDA), where only the connection to water service for development at a density greater than one unit per five acres is required.

The following table provides a reference point for notable and pertinent Future Land Use Map districts and existing land uses upon them.

Table 1 Future Land Use Map Districts and Existing Uses

Northwest Residential-Suburban (RS) Single-family	North Residential-Suburban (RS) Single-family w/ outdoor storage Neighborhood Activity Center (NAC) Vacant commercial	Northeast Neighborhood Activity Center (NAC) Vacant commercial, dollar store
West Residential-Suburban (RS) Mobile homes	Subject Site Residential-Suburban (RS) Vacant (Woodlands)	East Neighborhood Activity Center (NAC) Dollar store, convenience store
Southwest Residential-Suburban (RS) Mobile homes	South Linear Commercial Corridor (LCC) Food truck	Southeast Linear Commercial Corridor (LCC) Food truck, car sales Residential-Suburban (RS) Church

Nearest and Zoned Elementary, Middle, and High School

The schools zoned for the subject property are listed in Table 2 below. Because the request is for a non-residential use, the request will not impact school concurrency.

Table 2: School Information

School	Annual Estimated Demand	Distance from Subject Site
Willow Oak Elementary	0	2.2 miles
Mulberry Middle	0	3.6 miles
Mulberry Senior High	0	4.0 miles

Source: Polk County School Board website

Nearest Sheriff, Fire, and EMS Station

Polk County Fire Rescue provides Advanced Life Support transport to all residents and visitors of Polk County. Emergency response is considered effective if response times are within eight (8) minutes in rural and suburban areas and 13 minutes in urban areas.

Sherriff response times are not as much a function of the distance to the nearest sheriff’s substation rather more a function of the overall number of patrol officers within the County. Priority 1 Calls are considered true emergencies, in-progress burglary, robbery, injuries, etc. Priority 2 Calls refer to events that have already occurred, such as a burglary that occurred while the homeowner was on vacation and had just been discovered.

Table 3 provides a breakdown of response times and travel distances for emergency services.

Table 3 Public Safety Information

	Name of Station	Distance	Response Time*
Sheriff	Southwest District, located at 4120 US 98 South, Lakeland	±14 miles	P1: 9:29 minutes P2: 26:04 minutes
Fire/ EMS	Polk County Fire Rescue Station 8, located at 4120 Willis Road, Mulberry, 33860	± 1 mile	4 minutes

Source: Polk County Sheriff’s Office and Public Safety *Response times are based on when the station receives the call and not from when the call is made to 911.

traffic congestion. Level-of-service (LOS) is measured on a scale of ‘A’ to ‘F’ with LOS ‘A’ being the best (free-flow traffic) and LOS ‘F’ being the worst (severe traffic congestion).

The proposed Comprehensive Plan Amendment is not anticipated to affect surrounding roadways or transportation network. The Amendment will not change the LOS below the minimum established standards. However, the majority of the road frontage of the subject site is within the turning lane for the Shady Hammock subdivision. This may be a safety issue for different uses allowed in LCC and may prevent the full realization of all allowable uses in LCC.

A. Estimated Demand

Table 5, following this paragraph, shows the Average Annual Daily Trip (AADT) rate and the PM Peak hour trip rate. The analysis is based on a maximum permitted use of 22,411 square feet of retail commercial.

Table 5 Estimated Transportation Impact Analysis

Maximum Allowable Use: RS 1.47 acres * 3 DU/AC – 4.41 = 4 DUs LCC – 64,033 SF of site *.35 FAR = 22, 411 SF	Estimated Impact Analysis Residential-Suburban (RS) to Linear Commercial Corridor (LCC) Development Area: SDA	
	Current Land Use designation RS	Maximum Permitted Use in Proposed LCC
	RS – 1.47 acres/.02 DU/AC (1DU/5 AC) = 1 DU SPD – 1.47 acres/3 DU/AC = 4 DUs	22,411 Square Feet (SF)
Average Annual Daily Trips (AADT)	RS - 1 DU * 7.81 trips/DU = 8 AADT SPD - 4 DU * 7.81 trips/DU = 32 AADT	LCC - 22,411 SF * 35.87 trips/1,000 SF = 804 AADT
PM Peak Hour Trips	RS - 1 DU * 1 trip/DU = 1 PM Peak Hour Trip SPD - 4 DU * 1 trip/DU = 4 PM Peak Hour Trips	LCC – 22,411 SF * 4.33 trips/1,000 SF = 97 PM Peak Hour Trips

Source: Concurrency Manual and Table for Minor Traffic Study – Single family @ one house per five acres – 7.81 AADT per unit and 1 PM Peak Hour per unit 100% new trips; Free Standing Discount Store (ITE 815) – 35.87 AADT/1,000 SF, 4.33 peak-hour trips/1,000 SF

B. Available Capacity:

The roads surrounding the subject site should have sufficient capacity available, depending on the eventual use and full build out of the site. The Polk Transportation Planning Organization (TPO) monitors certain roadways based on maximum approved traffic in comparison to current vehicle trips to determine what capacity is available.

Table 6, below, charts the generalized available capacity of the most-affected links.

Table 6 Available Capacity

Link #	Road Name	Current Level of Service (LOS)	Available PM Peak Hour Capacity	Minimum LOS Standard	5-Year Peak Hour Projected LOS
5900E	State Road 60 From: Hillsborough County line To: CR 676 (Nichols Road)	C	1030	D	C
5900W	State Road 60 From: Hillsborough County Line To: CR 676 (Nichols Road)	C	990	D	C

Source: Polk County Transportation Planning Organization, Concurrency Roadway Network Database January 17, 2025

As identified above, State Road 60 has sufficient PM peak hour capacity to support future development activity.

C. Roadway Conditions

State Road 60 is a State-maintained Urban Principal Arterial. Due to the location of the site next to a deceleration lane for Shady Hammock Road, special consideration will be necessary at the Level 2 (Site Plan) Review stage to ensure that project access does not interfere with the function of the deceleration lane.

D. Planned Improvements:

There are no known improvements for this portion of State Road 60 at this time.

E. Mass Transit

There is not a mass transit route along this portion of SR 60. However, Route 21X West traverses along Bailey Road, stopping (and turning around) at the Bailey Road and SR 60 intersection with a bus stop on the Family Dollar store property.

F. Sidewalks

There are no sidewalks in front of the subject property, nor along Shady Hammock Road, south of the site. There is a sidewalk on the east side of SR 60, in front of the Family Dollar store.

Park Facilities and Environmental Lands:

The closest park is Fuller Heights Park, 1.2 miles to the east of the site. Because the proposed amendment is for non-residential uses, it will not have an impact on this facility.

A. Location:

Fuller Heights Park is located at 2205 4th Street, Mulberry, 33860.

B. Services:

Fuller Heights Park is a community park featuring a playground and a basketball court.

C. Multi-use Trails:

There are no multi-use trails in the immediate area. According to the Polk GIS Viewer, the closest trails can be found at the Circle B Ranch.

Environmental Lands:

The site is located within a Potential Network Connection for Natural Areas and Parks. The closest conservation easement is .6 mile east of the site.

Environmental Conditions

There are no wetlands or floodplains on this site.

A. Surface Water:

There are no surface waters on the site. The North Prong of the Alafia River is about 850 feet southeast of the site.

B. Wetlands/Floodplains:

The site does not contain any wetlands or floodplains.

C. Soils:

The site is comprised of Tavares fine sand, a moderately well-drained soil, according to the U.S. Department of Agriculture, Soil Conservation Service, Polk County Survey.

Table 7, below, lists the soils associated with the subject site.

Table 7 Soils

Soil Name	Septic Tank Absorption Field Limitations	Limitations to Dwellings Without Basements	% of Site (approximate)
Tavares fine sand	Moderate: wetness	Slight	100%

Source: Soil Survey of Polk County, Florida, USDA, Soil Conservation Service

Any future development of the site will be subject to Section 2.303: “Soils” of the County’s Comprehensive Plan (in conjunction with the Land Development Code) which requires all development to implement Best Management Practices based on the Department of Environmental Protection’s (DEP) Florida Development Manual.

D. Protected Species

According to the Florida Natural Areas Inventory Biodiversity Matrix, the site is not located within an area of documented endangered animal species sighting and eagles' nests. Prior to site clearing or grubbing, the applicant shall hire a qualified professional to conduct a site survey/walkover to ensure that no threatened or endangered plant or animal species exist on the site. If any are discovered, the applicant shall properly protect the specie(s) or mitigate any impacts consistent with federal, state, and local law. The PolkGreen Map displays this parcel as part of a potential connection of an overall natural network. However, the north side of SR 60 developed with uses that make a full connection or greenway impossible. Moreover, there are no conservation easements on this parcel or in the adjacent parcels.

E. Archeological Resources:

Based on information received from the Secretary of State's Department of Historical Resources office, there are no archeological or historic resources on the site.

F. Wells (Public/Private)

The site is not within a Wellfield Protection District.

G. Airports:

This property is within the Height Notification Zone for the South Lakeland Airpark. Because of the distance of this site from the Airpark, development of the site should not impact airport operations.

Economic Factors:

Construction of buildings and site development activities create temporary jobs. Any new business activity that occurs at this site will need more goods and services, thereby generating more economic activity.

The close proximity of this site next to Willow Oak, a redevelopment area, also provides an opportunity for new jobs to support this community.

Consistency with the Comprehensive Plan

Many policies within the Comprehensive Plan are reviewed for consistency with an application. The most relevant policies for the proposed request are included in this section. The policy is first stated and then an analysis of how the request is provided to state that it may or may not be consistent with the Comprehensive Plan. How the request is **consistent** with the Comprehensive Plan is listed below:

Table 8 Comprehensive Plan

Comprehensive Plan Policy	Consistency Analysis
<p>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;</p> <p>b. incompatible uses are made to be more compatible to each other through limiting the intensity and scale of the more intense use;</p> <p>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.</p>	<p>The subject property is across SR 60 from a commercial use. Property to the south is also designated as LCC.</p>
<p>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.</p>	<p>The site is in a location that is recognized as a commercial node for the Willow Oak community.</p>
<p>POLICY 2.102-A10: LOCATION CRITERIA - The following factors shall be taken into consideration when determining the appropriateness of establishing or expanding any land use or development area:</p> <p>a. nearness to incompatible land uses and future land uses, unless adequate buffering is provided,</p> <p>b. nearness to agriculture-production areas;</p> <p>c. distance from populated areas;</p> <p>d. economic issues, such as minimum population support and market-area radius (where applicable);</p> <p>e. adequacy of support facilities or adequacy of proposed facilities to be provided by the time of development, including, but are not limited to:</p> <ol style="list-style-type: none"> 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, <p>f. environmental factors, including, but not limited to:</p> <ol style="list-style-type: none"> 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 	<p>Fire protection and EMS service is available up to 2.2 miles north of the site.</p> <p>The site does not have significant environmental constraints, such as wetlands, floodplains, or poor soils for development.</p> <p>This site is in an area of the County that has received more development activity. Also, the site is next to an existing commercial area.</p>

Comprehensive Plan Policy	Consistency Analysis
<p>6. climatic conditions, including prevailing winds, when applicable.</p>	
<p>POLICY 2.106-A3: LAND USE CATEGORIES - The following land use categories shall be permitted within the Suburban Development Areas:</p> <p>a. ACTIVITY CENTERS: Community Activity Centers, Neighborhood Activity Centers, Convenience Centers, Tourism Commercial Centers, and High-Impact Commercial Centers shall be permitted within SDAs in accordance with applicable criteria.</p> <p>b. RESIDENTIAL: Residential-Suburban.</p> <p>c. OTHER: Linear Commercial Corridors, Commercial Enclaves, Industrial, Business-Park Centers, Office Centers, Leisure/Recreation, Institutional, Recreation and Open Space, and Preservation.</p> <p>Note: Some land use categories are only allowed in adopted Selected Area Plans, special areas or neighborhood plans as specified in <u>Section 2.109</u>.</p>	<p>Linear Commercial Corridors are permitted within Suburban Development Areas.</p>
<p>POLICY 2.111-A1: CHARACTERISTICS - Linear Commercial Corridors are characterized by linear concentrations of all types of commercial, office, and institutional uses along a roadway. Some Linear Commercial Corridors may contain existing industrial uses. For parcels with LCC land use designation in the TSDA and/or TCCO, development and redevelopment of areas may also include stand-alone residential and mixed use structures.</p>	<p>There area is characterized by a linear concentration of commercial and institutional uses along a roadway (SR 60).</p>
<p>POLICY 2.111-A3: Location Criteria - Expansion of an LCC shall be limited to infill development. Infilling of an existing Linear Commercial Corridor shall be limited to a depth which corresponds to the typical depth of existing development within the general area of the infill development. The extension (along the road) or establishment of new LCC strips shall not be permitted, except to recognized legitimate errors made during the original mapping process. Any such map-error corrections shall require that a Plan amendment be processed consistent with requirements of this policy and Chapter 163, FS. The following factors shall be taken into consideration when evaluating whether an error was made during the original mapping process:</p> <p>a. USES OF THE LAND AND DEVELOPMENT OF THE PARCEL, AND SURROUNDING LAND, EXISTING AS OF APRIL 19, 1991: The use of the land and existing development of the subject parcel and the surrounding area as of the adoption of the Plan would be taken into consideration when determining an error. Land that was vacant, or developed in some other manner than that of the claimed error, would be determined not to be an error.</p>	<p>This request is considered to be infill, due to: 1) the location of an existing LCC directly south of the site and OC to the northwest, 2) the location of commercial activity/uses east of the site, and 3) NAC exists across SR 60 between Shady Hammock Drive and Pine Grove Road, combined with the location of the existing LCC demonstrates that this request is considered, and therefore consistent with this policy.</p>

Comprehensive Plan Policy	Consistency Analysis
<p>b. ZONING OF THE PARCEL, AND SURROUNDING LAND, AS OF APRIL 19, 1991: The existing zoning of a parcel and surrounding area, as of the Plan's adoption date, would be considered in determining an error. However, the property's zoning would not be a factor, in and of itself, when the subject property is vacant.</p> <p>c. EXISTING PROPERTY LINES AS OF APRIL 19, 1991: Parcels existing as of the adoption date of the Plan would be considered in determining an error. Lands added to a parcel, or parcels under one ownership, since the adoption would not be considered.</p> <p>d. CONSISTENCY WITH THE PLAN: Was the subject property consistent with the Plan's criteria for the claimed land use category at the time of Plan adoption? Is the claimed designation consistent with the Plan's overall objective to control urban sprawl and to not degrade the County's overall growth management program? Isolated development and/or spot zonings would not be considered an error.</p> <p>e. RECORDS OF THE COMPREHENSIVE PLAN CITIZENS' ADVISORY COMMITTEE (CAC) FUTURE LAND USE SUBCOMMITTEE AND THE BoCC PRIOR TO APRIL 19, 1991: Information contained in the minutes and other records indicating the intention of those bodies were different than what was actually adopted would be used in determining mapping errors.</p> <p>f. REZONING ACTIONS APPROVED BY THE BoCC BETWEEN JANUARY 1, 1990, AND APRIL 19, 1991: Rezoning actions approved by the BoCC after the initial staff mapping effort and the adoption of the Plan, which were not included in the final Plan map, would be considered in determining an error, whether the land was vacant or not.</p> <p>g. OTHER FACTORS: Environmental constraints, availability of infrastructure at acceptable levels of service, and the Plan's Capital Improvement Program (CIP) at the time of adoption would be considered.</p>	
<p>SECTION 2.124-B - AIRPORT-IMPACT DISTRICTS.</p> <p>OBJECTIVE 2.124-B: The Polk County Plan shall provide for aviation-compatible land uses around airports licensed for public use, by limiting or restricting incompatible land uses and activities, as defined by the Polk County Airport Zoning Regulations of the Joint Airport Zoning Board (JAZB), consistent with the objectives and policies of the Transportation Element, Section 3.200.</p>	<p>The site is in the Height Notification Zone for the South Lakeland Airpark. Due to the distance of the subject property away from the airport, no adverse impacts upon airport operations are expected.</p>

Comprehensive Plan Policy	Consistency Analysis
<p>POLICY 2.124-F1: Designation and Purpose - Redevelopment Districts, and Redevelopment District Revitalization Plans, are intended to:</p> <ul style="list-style-type: none"> a. utilize a comprehensive, strategic approach to identify the special needs of unincorporated communities comprised of predominantly low and moderate income residents; b. involve neighborhood residents in every phase of the planning process; c. develop action plans to meet the identified needs including, but not limited to, social and community services, infrastructure, transportation, economic development, law enforcement, and affordable housing; d. promote an enhanced living environment for the community, and a higher quality of life for community residents; e. promote the economic vitality of the community through the development of employment and business opportunities for community residents; f. encourage multi-modal transportation options, particularly pedestrian and bicycle travel; and g. encourage community cohesion by promoting opportunities for the interaction of community residents, thereby engendering community pride, empowerment of residents, identification with, ownership of and participation in revitalization efforts, and a "sense of place." 	<p>The subject parcel is adjacent to the Willow Oak Redevelopment District, located on the east side of State Road 60. Development of the site could create additional jobs, thereby promoting economic vitality.</p>

Urban Sprawl Analysis

After analyzing the primary indicators of Urban Sprawl per *Policy 2.109-A10* of the Polk County Comprehensive Plan, the proposed request is not considered to be urban sprawl.

Table 9 (below) depicts the Urban Sprawl Criteria used by staff as indicators of Urban Sprawl.

Table 9 Urban Sprawl Criteria

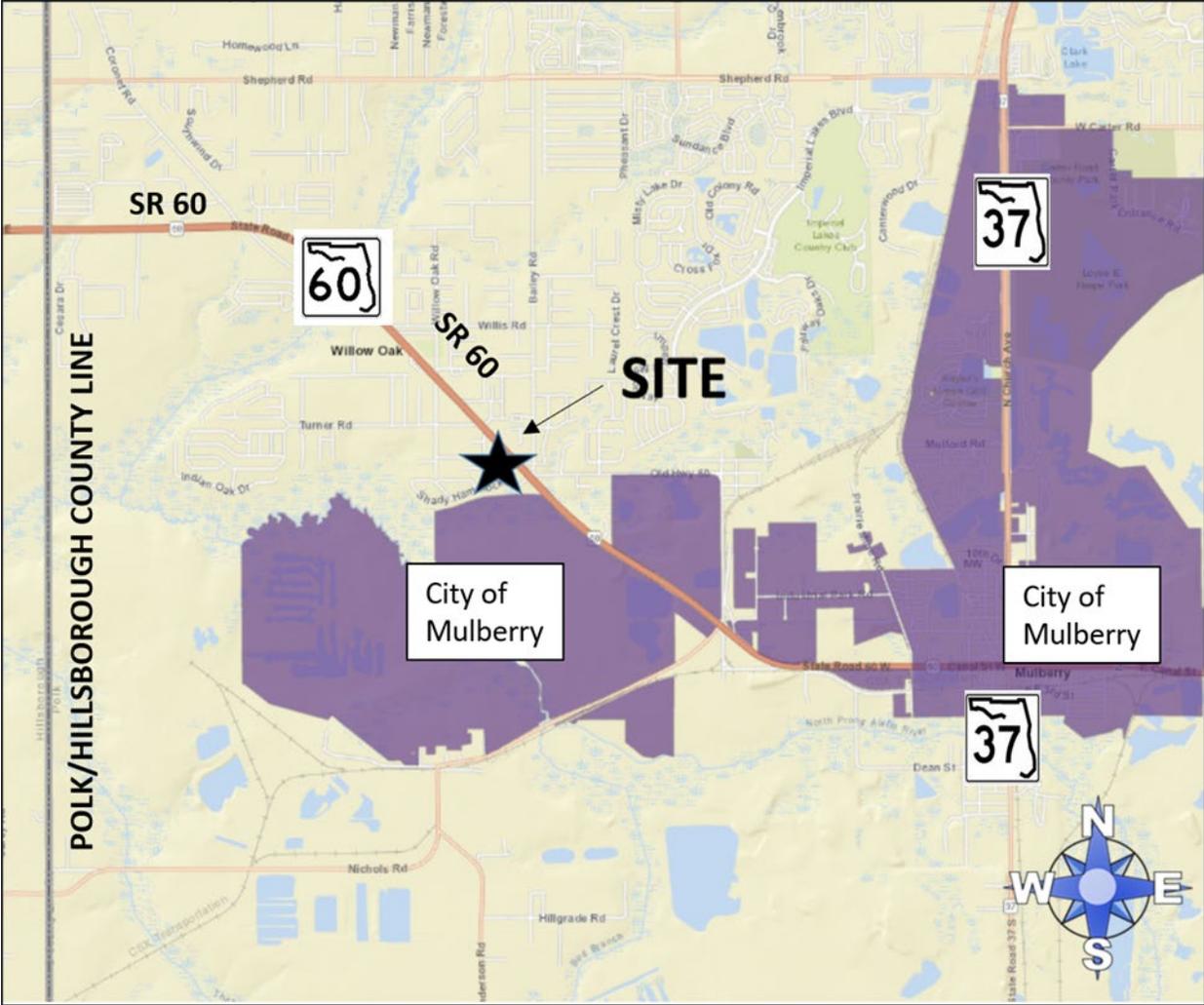
Urban Sprawl Criteria: The following criteria are the primary indicators of urban sprawl per Florida Statutes	
Urban Sprawl Criteria	Sections where referenced in this report
a. <i>Promotes substantial amounts of low-density, low-intensity, or single use development in excess of demonstrated need.</i>	Summary of analysis
b. <i>Allows a significant amount of urban development to occur in rural areas.</i>	Summary of analysis
c. <i>Designates an urban development in radial, strip isolated, or ribbon patterns emanating from existing urban developments.</i>	Summary of analysis, surrounding Development, compatibility
d. <i>Fails to adequately protect and conserve natural resources and other significant natural systems.</i>	Summary of analysis, surrounding Development, compatibility
e. <i>Fails to adequately protect adjacent agricultural areas.</i>	Compatibility with Surrounding Land Uses
f. <i>Fails to maximize existing public facilities and services.</i>	Summary of Analysis, Infrastructure
g. <i>Fails to minimize the need for future facilities and services.</i>	Summary of Analysis, Infrastructure
h. <i>Allows development patterns that will disproportionately increase the cost of providing public facilities and services.</i>	Summary of Analysis, Infrastructure
i. <i>Fails to provide a clear separation between urban and rural uses.</i>	Summary of Analysis, Compatibility with Surrounding Land Uses
j. <i>Discourages infill development or redevelopment of existing neighborhoods.</i>	Summary of Analysis, Compatibility with Surrounding Land Uses
k. <i>Fails to encourage an attractive and functional mixture of land uses.</i>	Summary of Analysis, Compatibility with Surrounding Land Uses
l. <i>Will result in poor accessibility among linked or related land uses.</i>	Summary of Analysis, Compatibility with Surrounding Land Uses
m. <i>Results in the loss of a significant amount of open space.</i>	Summary of Analysis, Compatibility with Surrounding Land Uses

Comments From Other Agencies:

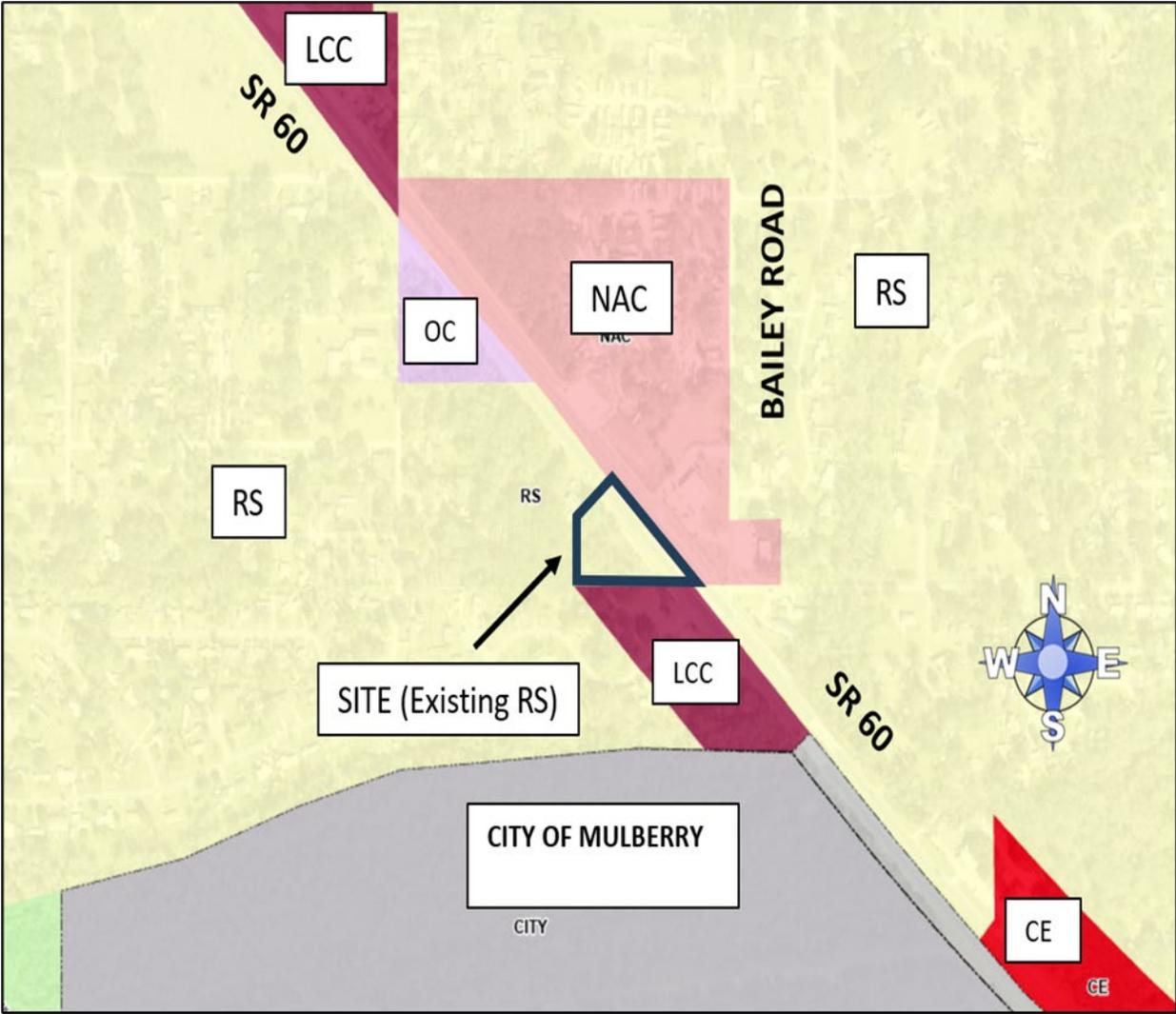
None

Exhibits:

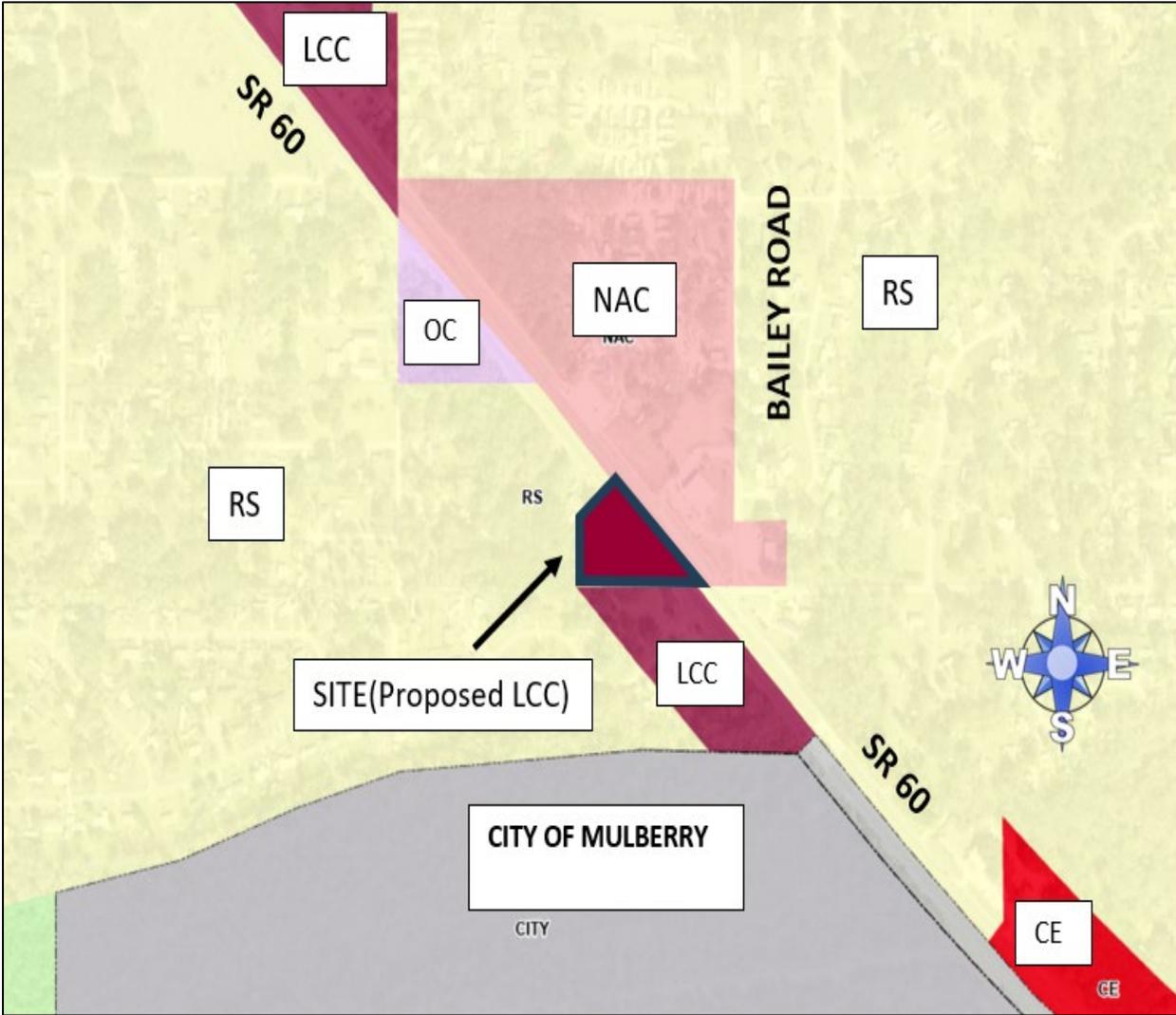
- Exhibit – 1 Location Map
- Exhibit – 2 2023 Aerial Photo
- Exhibit – 3 Current Future Land Use Map
- Exhibit – 4 Proposed Future Land Use Map



Location Map



Current Future Land Use Map



Proposed Future Land Use Map

ORDINANCE NO. 25 - ____

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING THE ADOPTION OF **LDCPAS-2025-1**, AN AMENDMENT TO THE POLK COUNTY COMPREHENSIVE PLAN, ORDINANCE 92-36, AS AMENDED, TO CHANGE THE FUTURE LAND USE MAP DESIGNATION ON 1.47± ACRES FROM RESIDENTIAL-SUBURBAN (RS) TO LINEAR COMMERCIAL CORRIDOR (LCC) IN THE SUBURBAN DEVELOPMENT AREA (SDA). THE SUBJECT PROPERTY IS LOCATED ON THE WEST SIDE OF STATE ROAD 60, NORTH OF SHADY HAMMOCK DRIVE, IN SECTION 33, TOWNSHIP 29, RANGE 23; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section I(g) of the Constitution of the State of Florida and the Community Planning Act, Chapter 163, Part II, Florida Statutes (FS), as amended, (the Act) Polk County is authorized and required to adopt a Comprehensive Plan (Plan); and

WHEREAS, Section 163.3187, FS, and Comprehensive Plan Section 4.305.B, provides for the approval of Small-Scale Comprehensive Plan Amendments; and

WHEREAS, pursuant to Section 163.3174, FS, the Local Planning Authority (Planning Commission) conducted a public hearing, with due public notice having been provided, on the proposed Plan revisions on April 2, 2025; and

WHEREAS, pursuant to Section 163.3187(2), FS, the Board of County Commissioners conducted an adoption public hearing, with due public notice having been provided, on the proposed Plan revisions on May 20, 2025; and

WHEREAS, the Board of County Commissioners, reviewed and considered all comments received during said public hearing, and provided for necessary revisions; and

NOW THEREFORE, BE IT ORDAINED by the Polk County Board of County Commissioners:

SECTION 1: COMPREHENSIVE PLAN AMENDMENT

The Future Land Use Map of Ordinance No. 92-36, as amended, (the “Polk County Comprehensive Plan”) is hereby amended to reflect a change in the Future Land Use designation on a 1.47+/- acre site from Residential Suburban (RS) to Linear Commercial Corridor (LCC) on the parcel listed below and graphically depicted on the parcel map in Attachment “A”.

BEG SW COR OF SE1/4 OF SE1/4 OF SW1/4 RUN N 0 DEG 06 MIN W 170PT77 FT N 45 DEG 52 MIN E 241PT7 FT TO HWY S 44 DEG 8 MIN E ALONG HWY 319PT51 FT S 45 DEG 52 MIN W 155PT8 FT TO S LINE THENCE W 283PT84 FT TO POB & BEG SW COR OF SE1/4 OF SE1/4 OF SW1/4 RUN N 89 DEG 46 MIN E 283PT84 FT FOR BEG RUN N 89 DEG 46 MIN E 216PT33 FT TO HWY N 44 DEG 08 MIN W ALONG HWY 150 FT S 45 DEG 52 MIN W 155PT88 FT TO BEG LESS HWY R/W
PARCEL C:

SECTION 2: SEVERABILITY

If any provision of this Ordinance is held to be illegal, invalid, or unconstitutional by a court of competent jurisdiction the other provisions shall remain in full force and effect.

SECTION 3: EFFECTIVE DATE

This ordinance shall be effective on June 20, 2025 (31 days after adoption), unless the amendment is challenged. If challenged, the effective date of this ordinance shall be the date a Final Order is issued by the Department of Commerce or Administration Commission finding the amendment in compliance in accordance with Section 163.3184 (1)(b), Florida Statutes. No development orders, development permits, or land uses dependent upon this amendment, as described on the attached map of proposed land uses, may be issued or commence before it has become effective.

SECTION 4: FILING WITH THE DEPARTMENT OF STATE:

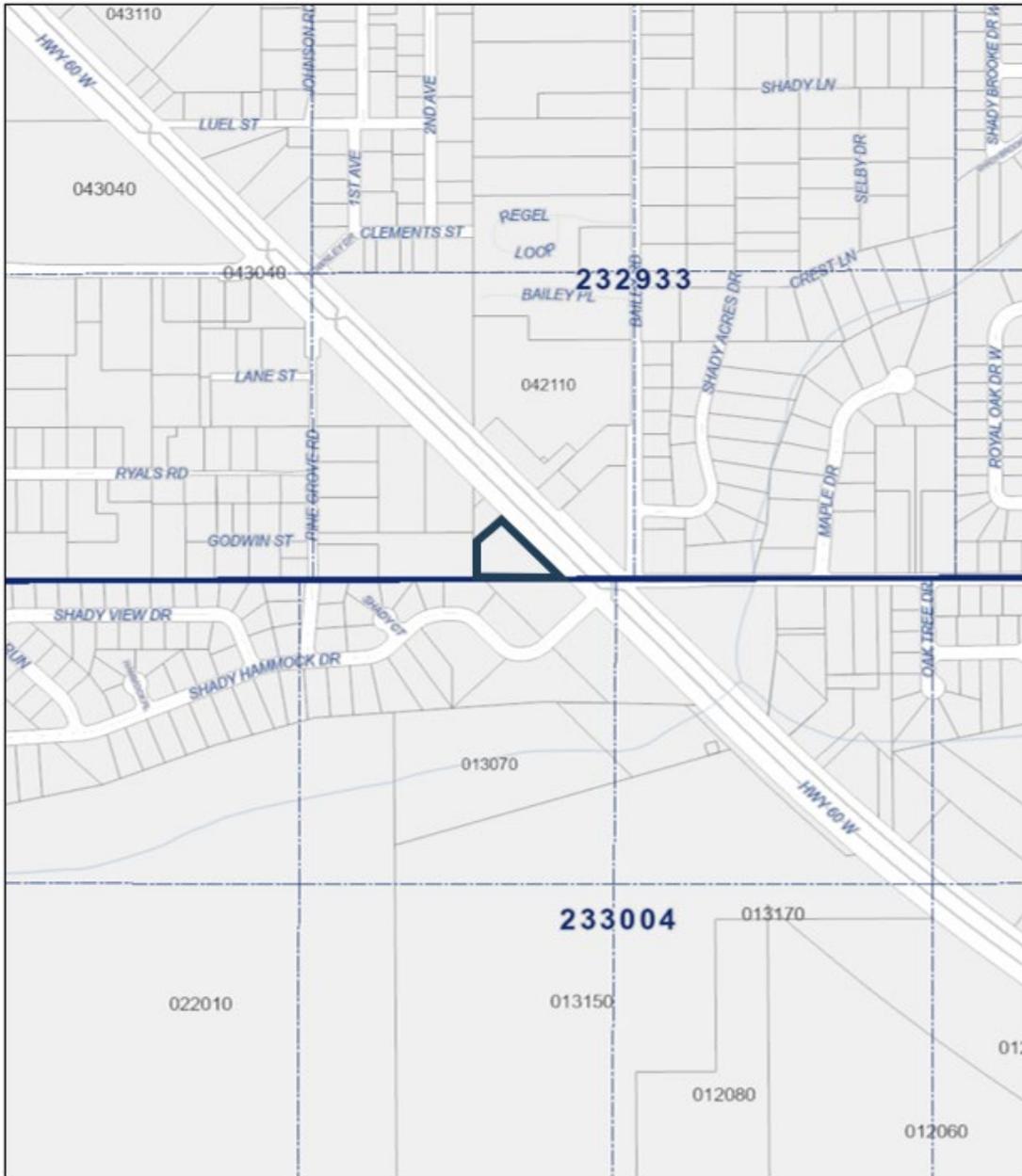
The Clerk and Auditor to the Board of County Commissioners of Polk County, Florida, shall file a certified copy of this ordinance with the Department of State, through the

Secretary of State, upon adoption by the Board of County Commissioners of Polk County, Florida.

ADOPTED, in open session of the Polk County Board of County Commissioners with a quorum present and voting this 20th day of May 2025.

ATTACHMENT "A"

LDCPAS 2025-1
Development Area: From Residential-Suburban (RS)
to Linear Commercial Corridor (LCC)
Location: West side of State Road 60, north of Shady Hammock Drive
Section-33 Township-29 Range-23



PARCEL DETAIL
Note: Not to Scale

Request for the change a use.

The owner of the property is located at 3800 Hwy 60 W Mulberry, FL 33860 and currently owned by Mr Richard Munday, PID 23-29-33-000000-042100 is requesting a change of use for this property from its current use of MH to LCC With approximately 390 feet of frontage on Hwy 60 W and having access to Hwy 60 E from the NW corner of the property. We is felt that this change would make the property compatible with the adjacent property immediately to the east, which is currently LCC the property immediately to the west that is currently a business, also with the development of the Dollar Store and Commercial properties directly on the north side of Hwy 60.

This could be in the best interest of the county to make this change and would make it possible for a business to purchase both this property and the adjacent property that is currently LCC to be develop them into a quality business site and provide additional quality growth to the area.

This area has seen new development and with the Dollar store and the used car dealership lot already in place in the immediate area, there is an incentive to attract new business in this area.

Index

Cover letter

1-2, Letters from previous owner and Realtor

3, Locus

4-5, Authorization Form

6-7, Demonstration of Need

8-12, Impact Assessment Statement Form

13-14, Processing time & Extension Procedures

15-16, Warranty Deed

17-18, Corrective Warranty Deed

18A, Survey

19, Request to combine lots

20, Polk County Property Appraiser report

21-28, Various pictures of property

29-32, Letter and information on previous request for change in use to LCC

October 31, 2024

Re; 3800 Hwy 60 W change of use to LCC

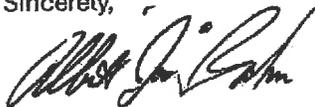
This letter is in regard to the application from Mr. Richard Munday, who is requesting the use of his property located at 3800 Hwy 60 W PID 23-29-33-000000-042100 be changed to LCC.

This property that was previously owned by Christopher Caldwell, At that time I was his Realtor, and did accompany him at a meeting with the Planning Commission where Mr. Caldwell was requesting a change in the use to LCC. sometime shortly after June 23, 2013,

To the best of my recollection of that meeting with the commission, is that they had sent out a form to other agencies in Polk County requesting their input on Mr Caldwell's request and whether the change of use would have a positive or negative and any Impact on the community or the County in general.

As I recall all the responses were positive and it was suggested that Mr. Caldwell proceed with filing for a hearing for the change of his property to LCC. Unfortunately, personal circumstances did not allow for Mr. Caldwell to proceed with the application at that time.

Sincerely,



Albert "Joe" Baker, Realtor, SFR/AHWD/ MRS/ MRP

Lic# 3224396

JoeBakerRealtor@outlook.com

C(863)409-2293



Christopher Mark Caldwell

3455Tanager Ln. W

Mulberry, FL 33860

November 04/2024

Polk County Planning

Dear members,

I have written this letter on behalf of Richard Munday and his request for a change of use of his property located at 3800 Hwy. 60 W Mulberry 33860. As the previous owner of the property since 2001, I found it to be less that desirable location to build a single-family home on this location due to the traffic and noise that is constant on Hwy. 60 W I felt it would be a better location for some type of business rather that a residence.

I engaged the services of Joe Baker a local Realtor to sell this property, we discuss the possibility of having the property rezoned as a Commercial property or LCC. Mr. Baker contacted the Polk County Planning division in the spring of 2013 to investigate what I would need to do to be granted a change in the use. He was told that I had to complete the application for a hearing and pay the \$250.00 fee and they would schedule a meeting with me and Mr. Baker to meet and they would decide on the feasibility of a change of use. The meeting was scheduled for some time shortly after June 23,2013

At the meeting there was discussion of the property indeed being better suited for commercial use rather than as a residential property. One of the officials that was present made the comment that it looked like this may have been an oversite and that the entire strip should have been zones for commercial development. The other county officials that had input on this matter did support the change in use. I was told I should move forward with my request and pay the \$2,500.00 fee. Unfortunately, due to the economy and my life situation I was not able to afford the \$2,500.00 to be able to file at that time.

With the widening of Hwy 60 and the increased visibility entering and exiting this property it is a property that is best suited to be zoned either a commercial or LCC.

Sincerely yours,

Christopher M. Caldwell

C. Mark Caldwell

(863) 661-9476



Melissa Shelley

2

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

LAND DEVELOPMENT DIVISION

AUTHORIZATION FORM

LAND DEVELOPMENT PROJECTS LOCATED IN POLK COUNTY, FLORIDA

I, RICHARD MUNDAY (print owner's name), as the owner of the real property described as follows, 3800 Hwy 60 W, do hereby authorize to act as my/our agent Albert J. BAKER (print agent's name) to execute all applications, petitions and other documents necessary to affect the application approval requested and to appear on my/our behalf before all County boards and committees considering this application and to act in all respects as our agent in matters pertaining to the application.

Richard Munday
Property Owner Signature

Richard Munday
Property Owner Printed Name

10/02/2024
Date

Parcel Identification Numbers and Addresses (use additional sheet if needed):

23-29-33-060000-042100
Hwy 60 W. Mulberry

State of Florida County of Polk

I certify that the forgoing instrument was acknowledged before me this ____ day of _____, 20____ by _____

Personally known _____ Produced Identification _____ Type of Identification produced and verified: _____

Notary Public Signature

Notary Stamp

Notary Public Printed Name

My Commission Expires

4

Acknowledgement by Individual

State of Florida

County of **Polk**

The foregoing instrument was acknowledged before me this 2 day of **October**, 2024, by means of physical presence or online notarization

Richard Munday (name of person acknowledging).

Personally known to me

Produced Identification

Type of Identification Produced **Florida Driver License**

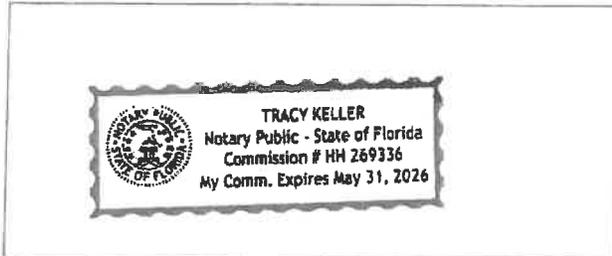
Notary Signature

Tracy Keller

Notary name (typed or printed) **Tracy Keller**

Title (e.g., Notary Public) **Notary Public**

Place Seal Here



For Bank Purposes Only Description of Attached Document

Type or Title of Document

Polk County Land Development Division Authorization Form

Document Date

no date

Number of Pages •

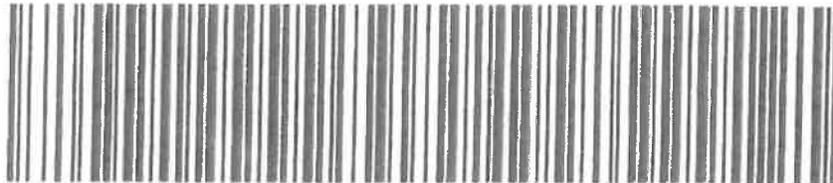
1

Signer(s) Other Than Named Above

none

Account Number (if applicable)

n/a



FO01-000DSG5350FL-01

5

Demonstration of Need

1. **Could the proposed amendment promote substantial amounts of low-density, low intensity, or single use development in excess of demonstrated need?**
No,
2. **Will passage of the proposed amendment allow a significant amount of urban development to occur in rural areas?"**
No
3. **Does the proposed amendment create or encourage urban development in radial, strip, isolated, or ribbon patterns emanating from existing urban development?**
No
4. **Does the proposed amendment fail to adequately protect adjacent agriculture areas?**
No.
5. **Could the proposed amendment fail to maximize existing public facilities and services?**
No
6. **Could the proposed amendment fail to minimize the need for future public facilities and services?**
No
7. **Will the proposed amendment allow development patterns that will disproportionately increase the cost of providing public facilities and services?**
No
8. **Does the proposed amendment fail to provide clear separation between urban and rural uses?**
No
9. **Will the proposed amendment discourage infill development or redevelopment of existing neighborhoods?**
No



6

182

10. Does the proposed amendment fail to encourage an attractive and functional mixture of land uses?

No

11. Could the proposed amendment result in poor accessibility among linked or related land uses?

No

12. As a result of approval of this amendment, how much open space will be lost?

There should be little or none


Ref 2



Growth Management Department
 Land Development Division
 330 W. Church St.
 P.O. Box 9005, Drawer GM03
 Bartow, FL 33831-9005
 (863)534-6792
 FAX (863) 534-6407

**IMPACT ASSESSMENT
 STATEMENT
 FORM**

An Impact Assessment Statement is required for all Level 3 and Level 4 Reviews, with the exception of text amendment requests. The purpose of an Impact Assessment Statement is to provide information on the effects a proposed development or land use action will have on the existing neighborhood and general area; on the transportation facilities; on the environment and natural resources of the County; on the public facilities for water, sewer, solid waste disposal, fire, police, public education, parks, recreation, and other utilities; and any other aspect with an identified impact of the development and deemed appropriate for concern.

A sufficient Impact Assessment Statement must address all of the following (*Note: N/A is an insufficient comment, if N/A an explanation must be included*):

Land and Neighborhood Characteristics

Assess the compatibility of the requested land use with adjacent properties and evaluate the suitability of the site for development. At a minimum, address the following specific questions in your response:

1. How and why is the location suitable for the proposed uses?
It is located adjacent to a LCC Property, and has direct access to Hwy 60
2. What are, if any, the incompatibility and special efforts needed to minimize the differences in the proposed use with adjacent uses?
None
3. How will the request influence future development of the area?
To Encourage Future positive growth

Access to Roads and Highways

Assess the impact of the proposed development on the existing, planned and programmed road system. At a minimum, address the following specific questions in your response:

1. What is the number of vehicle trips to be generated daily and at the PM peak hour based on the latest Institute of Traffic Engineers (ITE)? Please provide a detailed methodology and calculations. *TBD*
2. What modifications to the present transportation system will be required as a result of the proposed development?
None

A minor traffic study will suffice for a detailed methodology and calculations for most applications.

3. What is the total number of parking spaces required pursuant to Section 708 of the Land

TBD by Future Buyer
 Growth Management Department 1 of 6
 Land Development Division

GM LDC 910
 Revised 8/24/2010

9

Development Code?

4. What are the proposed methods of access to existing public roads (e.g., direct frontage, intersecting streets, and frontage roads)?

Direct access To Hwy 60 E.

NOTE: Applications for projects attributing 50 or fewer Average Annual Daily Trips (AADT) according to the latest Institute of Transportation Engineers (ITE) manual may provide a written explanation and justification of why impacts will not be significant in lieu of the required information for "Infrastructure Impacts" items 3 through 9 above.

Sewage

Determine the impact caused by sewage generated from the proposed development. At a minimum, address the following specific questions in your response:

1. What is the amount of sewage in gallons per day (GPD) expected to be generated by the proposed development? (Response may be based on Section 703.F of the LDC)

TBD

2. If on-site treatment is proposed, what are the proposed method, level of treatment, and the method of effluent disposal for the proposed sewage?

3. If offsite treatment, who is the service provider?

TBD

4. What is the nearest sewer line (in feet) to the proposed development (Sanitary sewer shall be considered available if a gravity line, force main, manhole, or lift station is located within an easement or right-of-way under certain conditions listed in Section 702E.3 of the Land Development Code) Polk County

5. What is the provider's general capacity at the time of application?

owner

6. What is the anticipated date of connection?

TBD

7. What improvements to the providers system are necessary to support the proposed request (e.g., lift stations, line extensions/expansions, interconnects, etc.)?

None

Water Supply

Determine the amount of water to be used, how it will be distributed, and the impact on the surrounding area. At a minimum, address the following specific questions in your response:

1. What is the proposed source of water supply and/or who is the service provider?

ON SITE WELL

2. What is the estimated volume of consumption in gallons per day (GPD)? (Response may be based on Section 703 of the LDC)

TBD

3. Where is the nearest potable water connection and re-claimed water connection, including the distance and size of the line? TBD

4. Who is the service provider?
Polk County

5. What is the anticipated date of connection?
TBD

6. What is the provider's general capacity at the time of application?
OWNER

7. Is there an existing well on the property(ies)?

* Yes What type? SMALLER WELL

Permit Capacity _____
No

Location: ON SITE

Water Use Permit #: _____

Constructed prior to Water Management District Permitting: Yes No

Type of Use: Ag Public Industrial or Commercial

Recreation or Aesthetic Mining Private

Permitted Daily Capacity: _____

Average Peak Monthly Withdrawal Rate: _____

* Location: NW section of property

* Casing Diameter: 2"

* Mainline Diameter: N/A

Surface Water Management and Drainage

Determine the impact of drainage on the groundwater and surface water quality and quantity caused by the proposed development. At a minimum, address the following specific questions in your response:

1. Discuss the surface water features, including drainage patterns, basin characteristics, and flood hazards, (describe the drainage of the site and any flooding issues);

OPEN UNDEVELOPED LAND

(10)

2. What alterations to the site's natural drainage features, including wetlands, would be necessary to develop the project?

Environmental Analysis

Provide an analysis of the character of the subject property and surrounding properties, and further assess the site's suitability for the proposed land use classification based on soils, topography, and the presence of wetlands, floodplain, aquifer recharge areas, scrub or other threatened habitat, and historic resources, including, but not limited to:

1. Discuss the environmental sensitivity of the property and adjacent property in basic terms by identifying any significant features of the site and the surrounding properties.
OPEN, FLAT, UNDEVELOPED. HIGH EDR
2. What are the wetland and floodplain conditions? Discuss the changes to these features which would result from development of the site.
NONE NOT IN A WETLAND
3. Discuss location of potable water supplies, private wells, public well fields (discuss the location, address potential impacts), and; *ONE SHALLOW WELL*
NO IMPACT
4. Discuss the location of Airport Buffer Zones (if any) (discuss the location and address, potential impacts). *SOUTH LAKELAND AIRPORT*
5. Provide an analysis of soil types and percentage of coverage on site and what effect it will have on development. *NONE*

Infrastructure Impact Information

What is the nearest location (travel distance), provider, capacity or general response time, and estimated demand of the provision for the following services:

1. Parks and Recreation;
Christina Park 4.5 mi or Joyce R. Harbo Park 3.8 mi
2. Educational Facilities (e.g., preschool, elementary, middle school, high school);
Willow Oak School 1.4 mi
3. Health Care (e.g., emergency, hospital);
4.22 mi
4. Fire Protection;
STATION 8, 0.85 mi
5. Police Protection and Security;
Polk Co Sheriff 2.8 mi
6. Emergency Medical Services (EMS);
STATION 8, 0.85 mi
7. Solid Waste (collection and waste generation); and

11

8. How may this request contribute to neighborhood needs?

*Bring Quality businesses into the area, increase the property
values of surrounding property Best use of the property.*

Processing Time & Extension Procedures
Polk County
Office of Planning and Development

Contact Information:

Name of Applicant/Property Owner/Agent: RICHARD MUNDAY

Mailing Address: 4820 Lake Gibson Park Rd Lakeview, FL 33809

Phone: 863-858-5606 Email: RichardMunday@gmail.com

Location of Property: 3800 Hwy 60 W. Mulberry FL 33866

Per F.S. 125.022(1), the County must process applications for development orders and development permits pursuant to timeframes set forth in the statute and as adopted by Land Development Code (LDC) Sections 905 through 908, as follows:

- The County shall notify applicants indicating the application is complete or specify deficiencies within 30 days after receipt of the application.
- If deficiencies are identified, applicants shall have 30 days to submit the required additional information or the application will be withdrawn. Both parties may agree to a reasonable request for an extension of time only in the event of a *force majeure* or other extraordinary circumstance.
- Within 120 days after a Level 2 Review (LDC Section 905) application is deemed complete, the County must approve, approve with conditions, or deny each application. These limits may be reasonably extended by mutual agreement of the applicant and the County for up to 120 days.
- Within 180 days after a Level 3-5 Review (LDC Sections 906-908) application is deemed complete, the County must approve, approve with conditions, or deny each application. These limits may be reasonably extended by mutual agreement of the applicant and the County for up to 90 days.
- Additionally, per F.S. 125.022(2), when reviewing an application for a development permit or development order that is certified by a professional listed in F.S. 403.0877, the County may not request additional information from the applicant more than three times unless the applicant waives the limitation in writing.

To request an extension of processing time and waiver of the limitation on requests for additional information, please fill out and sign this form and return it to OPD staff. Applicants may request an extension of processing time at the time of filing an initial application or at any time an application is pending before final action. Please be advised that the Applicant may incur additional advertising fees.

As the Applicant/Agent for Applicant for a development order or development permit from Polk County, I acknowledge the timeframes as listed above and hereby request (check all that apply):

Decline the waiver and agree to comply with the timeframes set forth in F.S. 125.022(1) and the LDC.

A waiver of the limitation on requests for additional information per F.S. 125.022(2).

13

An extension of 90 days for the submittal of additional information necessary for a complete application. (Granted in the event of extraordinary circumstances)

An extension of 90 days for the County to issue final action approving, approving with conditions, or denying an application for development permit or development order. (Maximum 120 days for Level 2 Reviews; maximum 90 days for Level 3-5 Reviews)

Justin M. Wanda 12/7/2024
Signature of Applicant/Agent for Applicant Date

**Not applicable to Comprehensive Plan Amendments, LDC text amendments, or the Green Swamp Area of Critical State Concern*

For Official Use Only:	
Date Received: _____	Meeting Date: _____
Project Number: _____	Approved/Denied: _____

(initials)

INSTR # 2021325884
BK 12027 Pgs 1440-1441 PG(s)2
12/15/2021 10:41:26 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 18.50
DEED DOC 874.30

Return to:
North American Title Company
500 S. Florida Avenue, Suite 540
Lakeland, FL 33801

This Instrument Prepared
under the supervision of:

Mark J. Loterstein, Esq.
North American Title Company
500 S. Florida Avenue, Suite 540
Lakeland, FL 33801

Property Appraisers Parcel Identification (Folio) No.:
23-29-33-000000-042100 and 23-29-33-000000-042070

Our File No.: 11648-21-06338

WARRANTY DEED

This Warranty Deed made this 9th day of November, 2021 by Christopher Mark Caldwell and Danielle Kolowajtis f/k/a Danielle Evon Caldwell and Christopher Mark Caldwell and Jennifer Christine Caldwell, as co-guardians for Brooke Lynn Caldwell, an incapacitated person, whose mailing address is 3455 Tanager Lane W, Mulberry, FL 33860, hereinafter called the grantor(s), to Richard Munday, a married man, whose post office address is 4840 Lake Gibson Park Road, Lakeland, FL 33809, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor(s), for and in consideration of the sum of \$10.00 (ten) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in Polk County, State of Florida, viz:

PARCEL 1: Begin at the SW corner of the SE 1/4 of the SW 1/4 of Section 33, Township 29 South, Range 23 East; thence run North 89 degrees 46 minutes East 283.84 feet for beginning; run thence North 89 degrees 46 minutes East 216.33 feet to highway; North 44 degrees 08 minutes West along highway 150 feet; South 45 degrees 52 minutes West 155.88 feet to point of beginning; LESS highway right-of-way. Parcel ID #: 332923-000000-042070
PARCEL 2: Begin at the SW corner of the SE 1/4 of the SE 1/4 of the SW 1/4 of Section 33, Township 29 South, Range 23, East, run thence North 0 degrees 6 minutes West 170.77 feet; thence North 45 degrees 52 minutes East 241.7 feet to highway; thence South 44 degrees 8 minutes East along highway 319.51 feet; thence South 45 degrees 52 minutes West 155.8 feet to South line; thence West 283.84 feet to the point of beginning; LESS highway right-of-way. Parcel ID #: 332923-000000-042100

Said property is not the homestead of the Grantor under the laws and constitution of the state of Florida in that neither the Grantor nor any member of their family reside thereon.

SUBJECT TO: covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 2022 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in Fee Simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

15

Signed, sealed and delivered in the presence of:

[Signature]
First Witness Signature

HOLLY LAUGHLIN
Printed Signature

[Signature]
Second Witness Signature

Joe Baker
Printed Signature

Christopher Mark Caldwell
Christopher Mark Caldwell

[Signature]
Danielle Kolowajtis

Christopher Mark Caldwell and Jennifer Christine Caldwell, as co-guardians for Brooke Lynn Caldwell

BY: Christopher Mark Caldwell
Christopher Mark Caldwell
co-guardian

BY: Jennifer Christine Caldwell
Jennifer Christine Caldwell
co-guardian

State of Florida

County of Polk

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 9th day of November, 2021 by Christopher Mark Caldwell, who has produced Drivers License as identification or is personally known to me to be the persons therein.

[Signature]
Notary Public, State of Florida

My commission Seal



State of Florida

County of Polk

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 9th day of November, 2021 by Danielle Kolowajtis, who has produced Drivers License as identification or is personally known to me to be the persons therein.

[Signature]
Notary Public, State of Florida

My commission Seal



State of Florida

County of Polk

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 9th day of November, 2021 by Christopher Mark Caldwell and Jennifer Christine Caldwell, as co-guardians for Brooke Lynn Caldwell, on behalf of the Other, who has produced Drivers License as identification or is personally known to me to be the persons therein.

[Signature]
Notary Public, State of Florida

My commission expires: Seal



Deed (Warranty - Individual)

11648-21-06338

16

INSTR # 2022203394
BK 12353 Pgs 2183-2184 PG(s)2
07/26/2022 01:14:24 PM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 18.50
DEED DOC 0.70

Return to:
North American Title Company
500 S. Florida Avenue, Suite 540
Lakeland, FL 33801

This Instrument Prepared
under the supervision of:

Mark J. Lotenstein, Esq.
North American Title Company
500 S. Florida Avenue, Suite 540
Lakeland, FL 33801

Property Appraisers Parcel Identification (Folio) No.:
23-29-33-00000-042100 and 23-29-33-00000-042070

Our File No.: 11648-21-06338

**CORRECTIVE
WARRANTY DEED**

This Warranty Deed made this 13 day of July, 2022 by Christopher Mark Caldwell and Danielle Kolowajtis f/k/a Danielle Evon Caldwell and Christopher Mark Caldwell and Jennifer Christine Caldwell, as co-guardians for Brooke Lynn Caldwell, an incapacitated person, whose mailing address is 3455 Tanager Lane W, Mulberry, FL 33860, hereinafter called the grantor(s), to Richard Munday, a married man, whose post office address is 4840 Lake Gibson Park Road, Lakeland, FL 33809, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor(s), for and in consideration of the sum of \$10.00 (ten) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in Polk County, State of Florida, viz:

PARCEL 1: Begin at the SW corner of the SE 1/4 of the SE 1/4 of the SW 1/4 of Section 33, Township 29 South, Range 23 East; thence run North 89 degrees 46 minutes East 283.84 feet for beginning; run thence North 89 degrees 46 minutes East 216.33 feet to highway; North 44 degrees 08 minutes West along highway 150 feet; South 45 degrees 52 minutes West 155.88 feet to point of beginning; LESS highway right-of-way. Parcel ID #: 332923-000000-042070"

PARCEL 2: Begin at the SW corner of the SE 1/4 of the SE 1/4 of the SW 1/4 of Section 33, Township 29 South, Range 23, East, run thence North 0 degrees 6 minutes West 170.77 feet; thence North 45 degrees 52 minutes East 241.7 feet to highway; thence South 44 degrees 8 minutes East along highway 319.51 feet; thence South 45 degrees 52 minutes West 155.8 feet to South line; thence West 283.84 feet to the point of beginning; LESS highway right-of-way. Parcel ID #: 332923-000000-042100

This deed is being recorded to correct that certain Warranty Deed recorded in Book 12027 Page 1440 of the Official Records of Polk County, Florida, in that the legal description was missing a directional call sign. All taxes previously paid

Said property is not the homestead of the Grantor under the laws and constitution of the state of Florida in that neither the Grantor nor any member of their family reside thereon.

SUBJECT TO: covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 2022 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any,

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in Fee Simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Deed (Warranty - Individual)

11648-21-06338

17

Signed, sealed and delivered in the presence of:

Courtney Leigh Grantham
First Witness Signature

Christopher Mark Caldwell
Christopher Mark Caldwell

Courtney Leigh Grantham
Printed Signature

Danielle Kolowajtis
Danielle Kolowajtis

Cody William Ray Grantham
Second Witness Signature

Christopher Mark Caldwell and Jennifer Christine Caldwell, as co-guardians for Brooke Lynn Caldwell

Cody William Ray Grantham
Printed Signature

BY: Christopher Mark Caldwell
Christopher Mark Caldwell
co-guardian

BY: Jennifer Christine Caldwell
Jennifer Christine Caldwell
co-guardian

State of Florida

County of Polk

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 9th day of November, 2024 by Christopher Mark Caldwell, who has produced _____ as identification or is personally known to me to be the persons therein.

My commission expires: 05/19/2023

Seal

State of Florida

County of Polk



The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 9th day of November, 2024 by Danielle Kolowajtis, who has produced D/L as identification or is personally known to me to be the persons therein.

My commission expires: 05/19/2023

Seal

State of Florida

County of Polk



The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 9th day of November, 2024 by Christopher Mark Caldwell and Jennifer Christine Caldwell, as co-guardians for Brooke Lynn Caldwell, on behalf of the Other, who has produced _____ as identification or is personally known to me to be the persons therein.

My commission expires: 05/19/2023

Seal



Deed (Warranty - Individual)

11648-21-06338

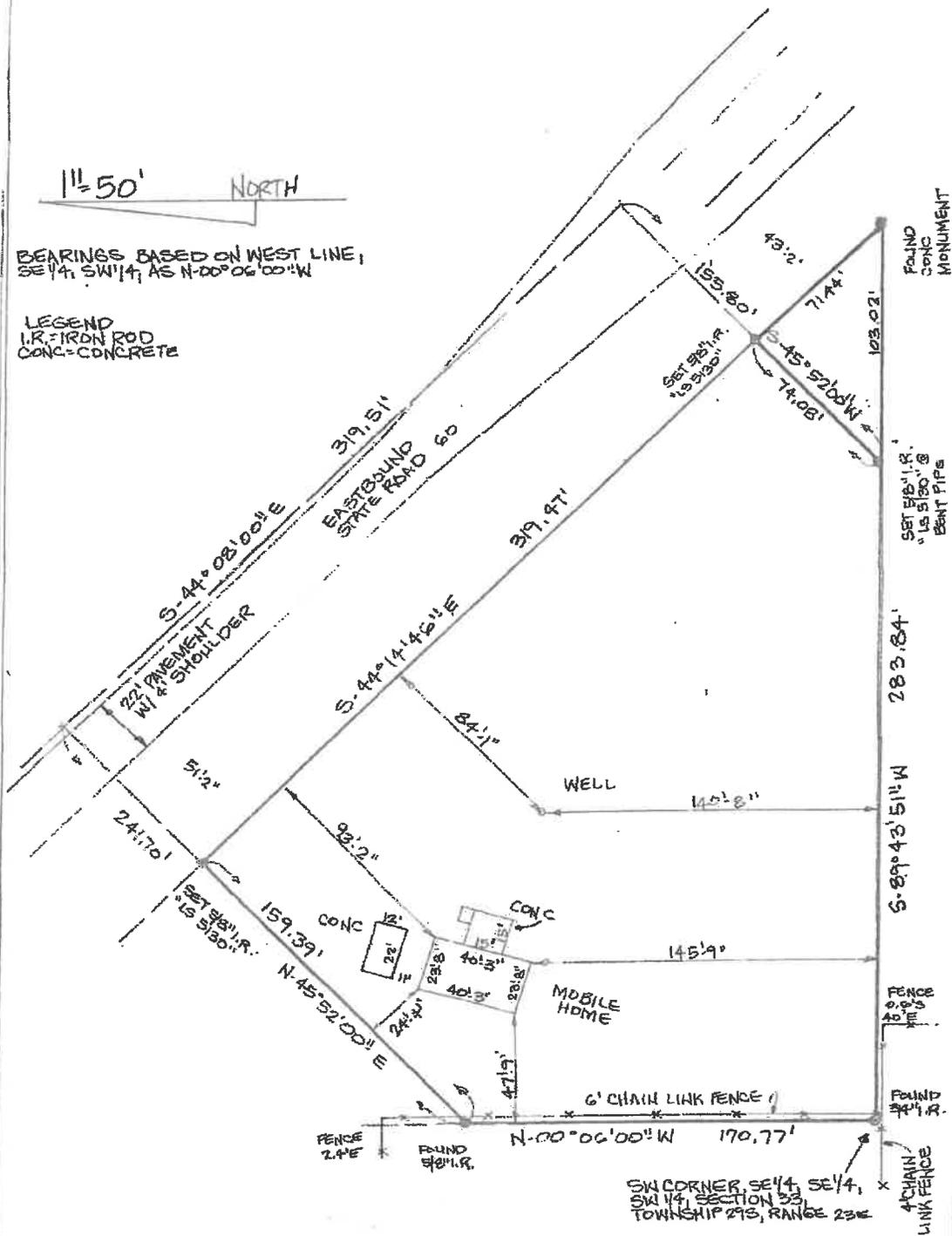
10

LEGAL DESCRIPTION: SEE ATTACHED



BEARINGS BASED ON WEST LINE,
SE 1/4 SW 1/4 AS N-00°06'00"W

LEGEND
I.R. = IRON ROD
CONC = CONCRETE



Plat Zone X
As Per EIR# Panel No. 1210500470F
NORTH POINT
LAND SURVEYING, INC.
20 LAJ WIRE DRIVE, SUITE 104
LAKELAND, FLORIDA 33815
(863) 683-6353
FAX 683-5262

I hereby certify that the above correctly reflects the results of a recent survey made under my direction and that the data shown is true and correct to the best of my knowledge and belief. This survey meets the minimum technical standards, Florida Chapter 61-617, F.A.C. promulgated to Section 472.027, Florida Statutes.

Lot Survey	<i>[Signature]</i>	Field Date	3-28-02
Foundation	<i>[Signature]</i>	Field Date	3-28-02
Final	<i>[Signature]</i>	Field Date	3-28-02

PATRICK J. O'LEARY, PROFESSIONAL SURVEYOR AND MAPPER PLS #5180
Florida Registration No. 1.B 6892

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BA

RECEIVED
APR 15 2024

**POLK COUNTY PROPERTY APPRAISER
 REQUEST FOR COMBINE OR SPLIT OF REAL PROPERTY**

**IMPORTANT NOTE: The deadline to file requests for the current tax roll is July 1st. Requests received after July 1st will be processed next tax year (starting November) due to tax roll and statutory deadlines.*

SPLIT PROPERTY - SURVEY OR NEW DESCRIPTION MUST BE PROVIDED
 COMBINE PROPERTY - PARCELS WILL ONLY BE COMBINED IF ALL ARE USED FOR SAME PURPOSE

OWNER'S NAME: RICHARD MUNDAY REQUEST DATE: 04/15/2024
 EMAIL ADDRESS: RICHARDMUNDAY@Yahoo.com TAX YEAR*: 2024
 MAILING ADDRESS: 4240 LAKE GLENN PARK RD
LAKELAND, FL 33809
 PHONE NUMBER: 863-858-5606 FAX NUMBER: _____
 PARCEL IDENTIFICATION NUMBER(S):
33-29-23 000000 042100
33-29-23 000000 042070

COPY

REASON FOR COMBINE / SPLIT: To COMBINE INTO ONE PARCEL

OWNER SHOULD CONSIDER THE FOLLOWING:	YES	NO
• IS THIS REQUEST FOR PERMITTING PURPOSES? <i>IF YES, YOU ARE RESPONSIBLE to ensure all necessary requirements are met.</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• ARE TAXES PAID BY THE MORTGAGE COMPANY? <i>IF YES, YOU ARE RESPONSIBLE to inform the mortgagee of this change.</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

YOUR SIGNATURE BELOW INDICATES THAT YOU UNDERSTAND AND AGREE TO THE FOLLOWING:

- COMBINING / SPLITTING PROPERTY MAY INCREASE YOUR TAXES BY AFFECTING CAPPED VALUES.
- YOU ARE PROVIDING CONSENT TO ANY INCREASE IN TAXES RESULTING FROM THIS REQUEST.
- THE PROPERTY APPRAISER'S OFFICE IS NOT HELD RESPONSIBLE FOR ANY PARCEL REQUIREMENTS INCLUDING SUBDIVISION, ZONING, BUILDING, ETC. - YOU ARE RESPONSIBLE TO CONTACT THE PROPER AGENCY TO VERIFY THIS PROPERTY CAN BE SPLIT OR COMBINED AND WHAT THE EFFECT MAY BE.
- YOU TAKE FULL RESPONSIBILITY TO NOTIFY THE MORTGAGEE.

OWNER SIGNATURE: Richard Munday 04/14/2024 07:58 AM

MAIL COMPLETED FORM TO: Polk Co. Property Appraiser 255 N Wilson Avenue Bartow, FL 33830
 EMAIL COMPLETED FORM TO: PAHELPDESK@POLK-COUNTY.NET

RECEIVED BY: [Signature] PHONE#: 863-534-4777 **BTW** LKLD WH
 YES NO

• IS OWNERSHIP THE SAME FOR ALL PARCELS?	<input type="checkbox"/>	<input type="checkbox"/>
• IS THE TAXING DISTRICT THE SAME FOR ALL PARCELS?	<input type="checkbox"/>	<input type="checkbox"/>
• ARE REAL ESTATE TAXES CURRENT?	<input type="checkbox"/>	<input type="checkbox"/>
• IF APPLICABLE, ARE THE EXEMPTIONS THE SAME FOR ALL PARCELS? <i>NOTE: If one parcel has tax and all others have no exemption - Check the YES box.</i>	<input type="checkbox"/>	<input type="checkbox"/>
• IF APPLICABLE, ARE ALL PARCELS IN THE SAME CRA?	<input type="checkbox"/>	<input type="checkbox"/>

REVIEWED BY AND DATE: _____
 WILL THIS REQUEST BE PROCESSED BY THE POLK CO PROPERTY APPRAISER?

19

Parcel Details: 23-29-33-000000-042100

-  TAX EST
-  PRT CALC
-  PRC
-  HTML PRC
-  TRIM
-  HTML TRIM
-  TAX BILL

Owners *Recently purchased this property? Click here.*

MUNDAY RICHARD 100%

Mailing Address *(Address Change form)*

Address Line 1 **4840 LAKE GIBSON PARK RD**
Address Line 2
Address Line 3 **LAKELAND FL 33809-3548**

Physical Street Address *Looking for site address? Click here.*

Address Line 1 **3800 HWY 60 W**
Address Line 2

Postal City and Zip

City/St/Zip **MULBERRY FL 33860**

Parcel Information

Municipality / Taxing District **UNINCORP/SWFWM (Code: 90000)**
Neighborhood **410455.00**
[Show Recent Sales in this Neighborhood](#)
Subdivision **NOT IN SUBDIVISION**
Property (DOR) Use Code **Vac. MH - Platted (Code: 0002)**
Acreage **1.47**
Community Redevelopment Area **NOT IN CRA**

Property Desc

DISCLAIMER: This property description is a condensed version of the original legal description recorded in the public records of Polk County, FL. It does not include the section, township, range, or the county where the property is located. It is a description of the ownership boundaries only and does not include easements or other interests of record. The property description should not be used when conveying property. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation.

Area Map



Mapping Worksheets (plats) for 232933

Mapping Worksheet HTML (opens in new tab) [Mapping Worksheet Printable PDF](#)

Sales History

Important Notice: If you wish to obtain a copy of a deed for this parcel, click on the blue OR Book/Page number. Doing so will cause you to leave the Property Appraiser's website and access the Polk County Clerk of the Circuit Court's Official Records Search. Once the document opens, click the printer icon to print the document. If you have any issues opening the document once you have met all the listed system

10

Parcel Details: 23-29-33-000000-042100

- [TAX EST](#)
[PRT CALC](#)
[PRC](#)
[HTML PRC](#)
[TRIM](#)
[HTML TRIM](#)
[TAX BILL](#)

Owners *Recently purchased this property? [Click here.](#)*

MUNDAY RICHARD 100%

Mailing Address *([Address Change form](#))*

Address Line 1 **4840 LAKE GIBSON PARK RD**
 Address Line 2
 Address Line 3 **LAKELAND FL 33809-3548**

Physical Street Address *Looking for site address? [Click here.](#)*

Address Line 1 **3800 HWY 60 W**
 Address Line 2

Postal City and Zip

City/St/Zip **MULBERRY FL 33860**

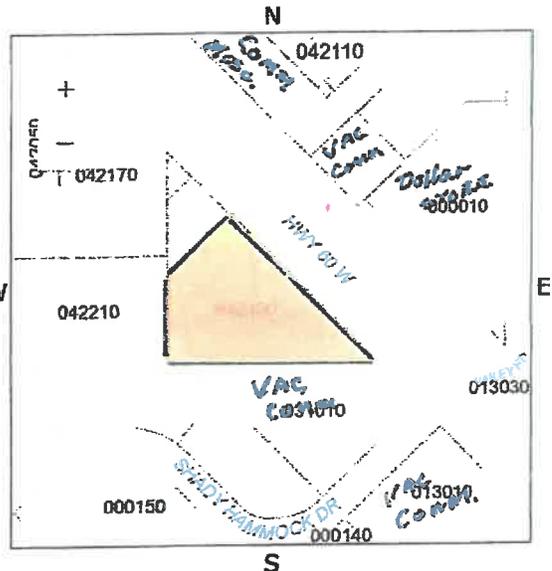
Parcel Information

Municipality / Taxing District **UNINCORP/SWFWMD (Code: 90000)**
 Neighborhood **410455.00** [Show Recent Sales in this Neighborhood](#)
 Subdivision **NOT IN SUBDIVISION**
 Property (DOR) Use Code **Vac. MH - Platted (Code: 0002)**
 Acreage **1.47**
 Community Redevelopment Area **NOT IN CRA**

Property Desc

DISCLAIMER: This property description is a condensed version of the original legal description recorded in the public records of Polk County, FL. It does not include the section, township, range, or the county where the property is located. It is a description of the ownership boundaries only and does not include easements or other interests of record. The property description should not be used when conveying property. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation.

Area Map



Mapping Worksheets (plats) for 232933

- [Mapping Worksheet HTML](#) (opens in new tab)
[Mapping Worksheet Printable PDF](#)

Sales History

Important Notice: If you wish to obtain a copy of a deed for this parcel, click on the blue OR Book/Page number. Doing so will cause you to leave the Property Appraiser's website and access the Polk County Clerk of the Circuit Court's Official Records Search. Once the document opens, click the printer icon to print the document. If you have any issues opening the document once you have met all the listed system

23

3800 Hwy 60 W, 2023



MapScale at helpdesk used for cartographic purposes only. The data was not verified by the Property Appraiser. All data was taken from the 2022 Aerial Imagery and does not guarantee the data is true from the date of the map. The information is provided as is.

MapScale at helpdesk used for cartographic purposes only. The data was not verified by the Property Appraiser. All data was taken from the 2022 Aerial Imagery and does not guarantee the data is true from the date of the map. The information is provided as is.

Gov't Lots
HALF FOOT 2023
 Red: Band_1
 Green: Band_2
 Blue: Band_3

Arrows
 Dimensions_ParcelFabric
 Dimensions_Carto_Dist
 Dimensions_LabelText
 Misc Text
 Railroads

Waterbodies
 Municipal Boundaries
 Lots
 Lot and Block Text
 Blocks

22

MapScale at helpdesk used for cartographic purposes only. The data was not verified by the Property Appraiser. All data was taken from the 2022 Aerial Imagery and does not guarantee the data is true from the date of the map. The information is provided as is.

MapScale at helpdesk used for cartographic purposes only. The data was not verified by the Property Appraiser. All data was taken from the 2022 Aerial Imagery and does not guarantee the data is true from the date of the map. The information is provided as is.

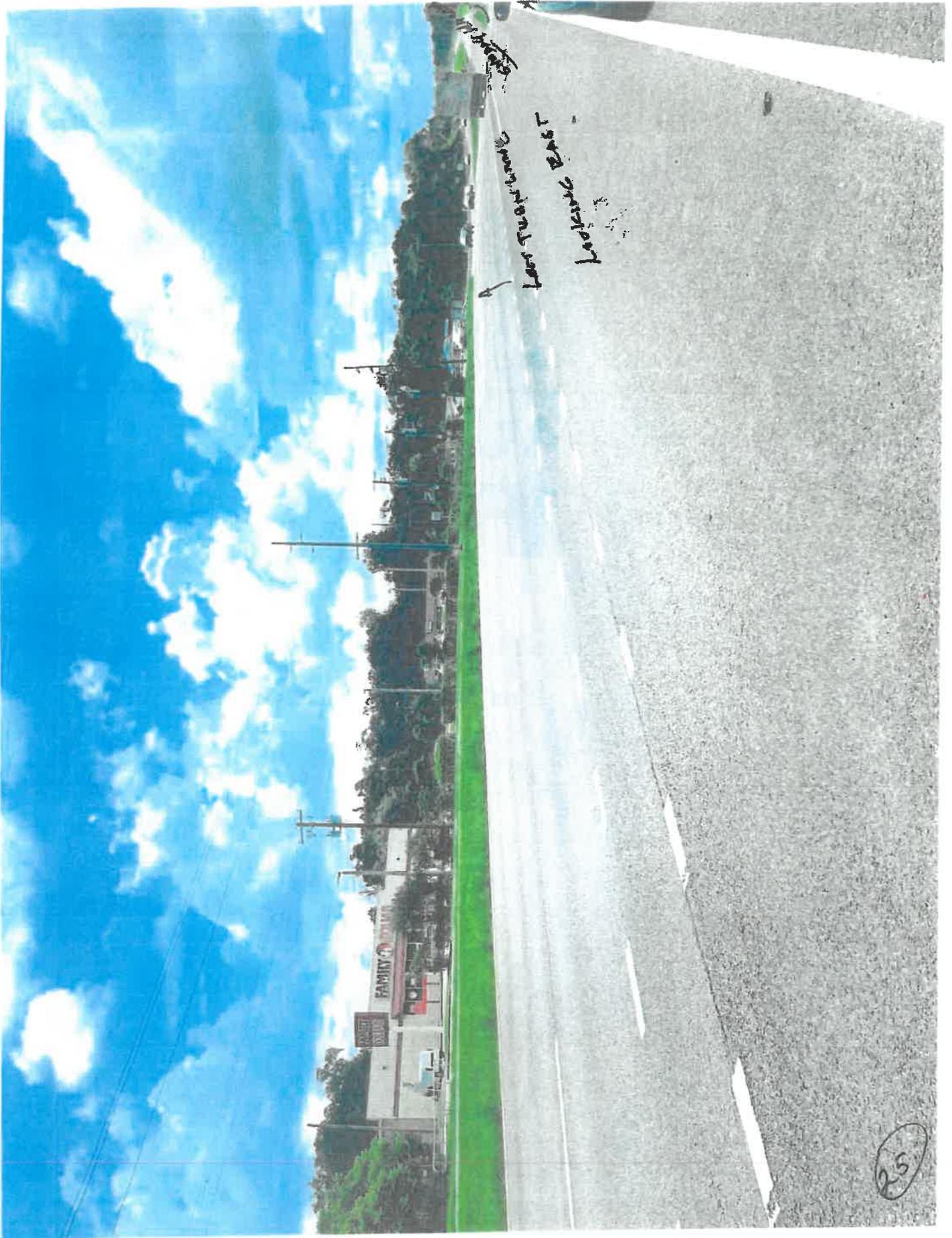


MapScale at helpdesk used for cartographic purposes only. The data was not verified by the Property Appraiser. All data was taken from the 2022 Aerial Imagery and does not guarantee the data is true from the date of the map. The information is provided as is.

MapScale at helpdesk used for cartographic purposes only. The data was not verified by the Property Appraiser. All data was taken from the 2022 Aerial Imagery and does not guarantee the data is true from the date of the map. The information is provided as is.



24



Looking East
Looking West

25





41



Sunday, June 23, 2013

3800 State Road 60

Mulberry FL 33860

Growth Management Dept., Land Development Div.

330 W. Church St

PO Box 9005, Draw GM03

Bartow FL 33831-9005

Honorable Members,

Mr. and Mrs. Caldwell are requesting a change in the land use for the property located at 3800 State Road 60 Mulberry FL 33860. Currently it is listed as RS land use and requests a change to commercial or LCC land use. This property currently abuts a LCC lot and Family Dollar Stores have recently built a new store directly across the street from their property. The lot currently has direct access on State Road 60 with approximately three hundred and ninety (390) feet of frontage along State Road 60 and approximately 1.5 acres of land.

The purpose of this request is to get the highest and best use of the property as this the neighborhood is now being developed with a leaning more towards the commercial use rather than residential use.

Thank you for your time and consideration on this matter.

Respectfully submitted,

Christopher Coldwell

29



PRE-APPLICATION CONFERENCE

\$100.00 FEE

Growth Management Department
Land Development Division
330 W. Church St.
P.O. Box 9005, Drawer GM03
Bartow, FL 33831-9005
(863)534-6792
SUNCOM 569-6792
FAX (863) 534-6407

The cut-off for this application is every Wednesday at 3:00PM to be heard at the next available Development Review Committee (DRC) meeting. DRC meetings are held every Thursday. This application will be heard approximately two weeks after submittal.

Appointment Date and Time: _____ Project Number (For office use only) _____

CHRISTOPHER CROWELL 863-661-9476
APPLICANT/PROJECT NAME PHONE

FAX

3455 TAMAR LANE, W. MULBERRY FL 33860
MAILING ADDRESS

markcc78@yahoo.com
E-mail Address

JOE BANNER REALTOR 863-409-2293
CONTACT PERSON (if different from applicant) PHONE

863-816-4765
FAX

2109 EMERALD RIDGE DR. LAKELAND FL 33813-5227
MAILING ADDRESS

rtoc@b.a.com
E-mail Address

Application Requirements (must be attached and submitted in 8 1/2" x 11" only)

- Project Narrative (ie: Number of dwelling units or square footage)
- Aerial with site identified
- Site Plan
- Location Map (vicinity map)
- Confirm the Land Use District and Development Area on the bottom part of this page.

Amendment Type Text Amendment Map Amendment

Acres 1.413 + 0.06 = 1.47 TOT AC.

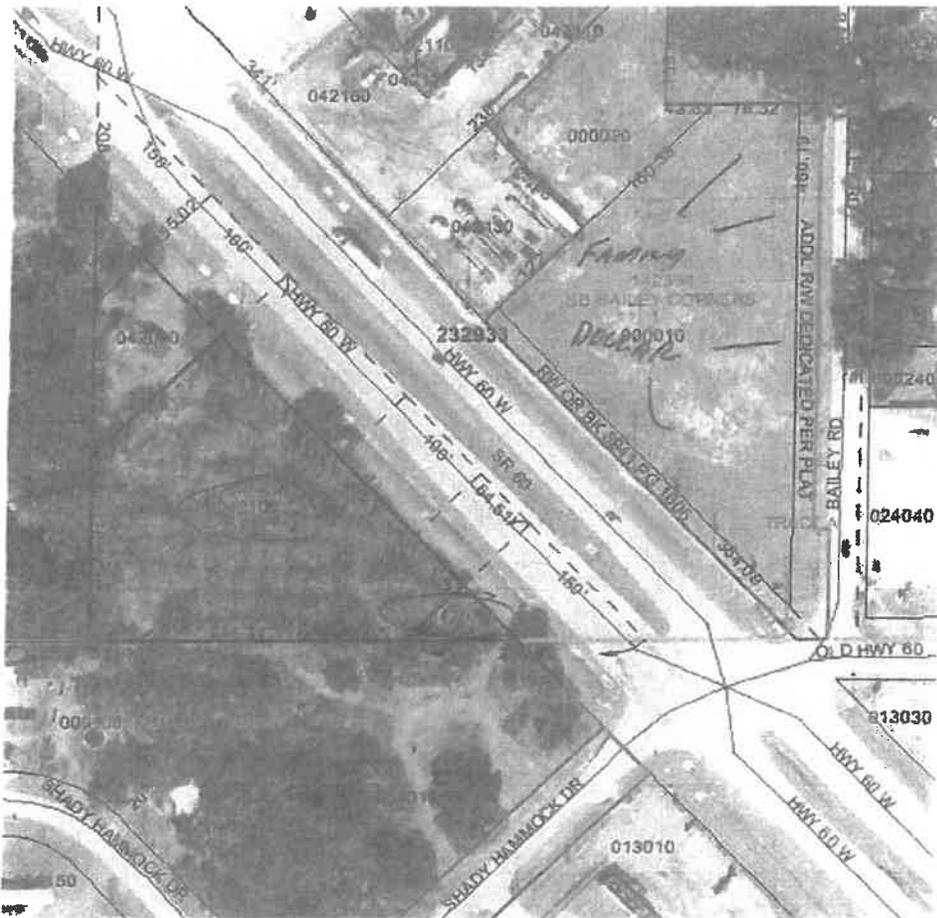
Tax Identification Number

	Section-Township-Range	-	Subdivision #	-	Parcel #
Parcel ID Number(s): (18 digits)	<u>S 33 T 29 R 23</u>	-		-	<u>232933-000000-042100</u>
	<u>S 33 T 29 R 23</u>	-		-	<u>232933-000000-042070</u>
	<u>S</u>	-	<u>T</u>	-	<u>R</u>

Current Land Use District RS
Current Development Area SDA

Note: Pre-application forms will not be accepted without the required attachments and the requested information provided.

40

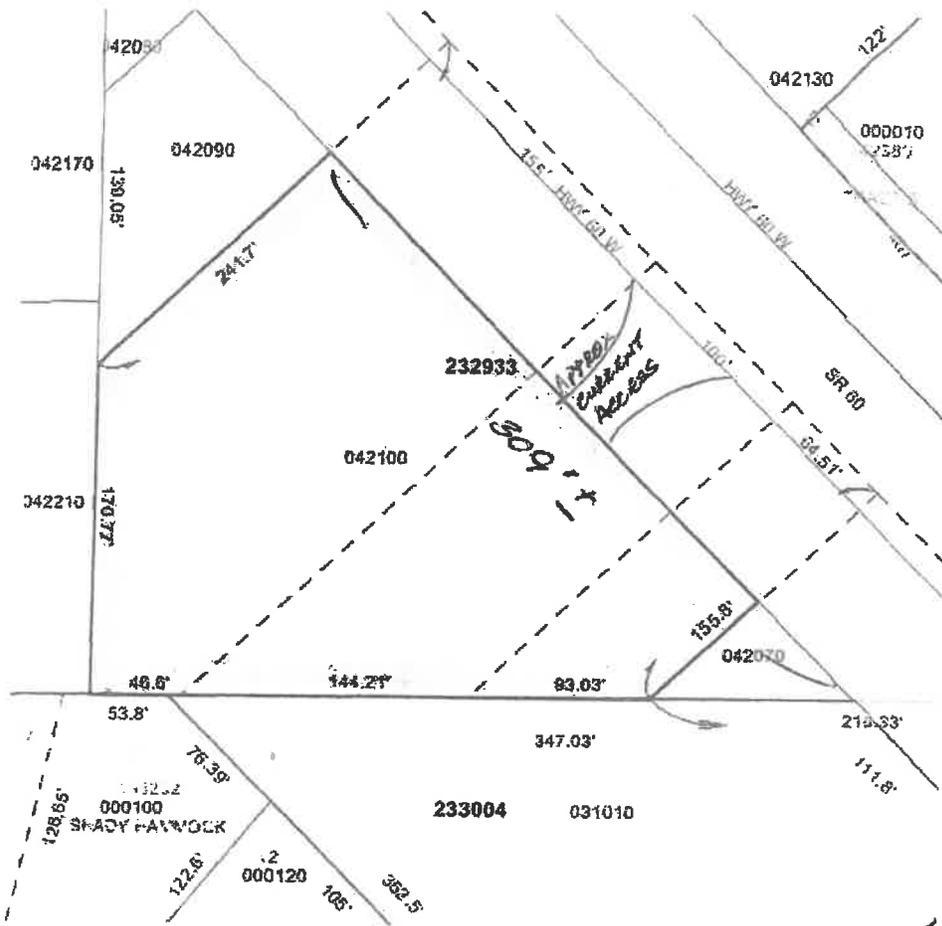


Parcel #s 232933-000000-042100 = 1.4156L

232933-000000-042070 = 0.066L

3800 STATE ROAD 60

136



3800 W. STATE RD 60W

SITE PLAN TO BE DETERMINED AS REQUIRED
BY BUYER (FUTURE)

32

FEBRUARY 27, 2025

IN REGARDS TO TH EMUNDAY REZONE REQUEST FOR PARCEL ID 23293300000042100

In response to the request for additional information please find the items and narrative responses listed below.

Comment ID 13:

The site currently has a well located on the survey. It falls within the Southwest Regional Service Area. Estimated water use is a MAX 360 Gallons per Day (pursuant to Section 703 F. of the LDC)

Comment ID 8:

Schools in the area that currently serve this site:

Willow Oak School
Mulberry Middle
Mulberry Senior High

Comment ID 10:

See attached form for **Level 4 application**.

Comment ID 5:

See attached **Exhibit B: Topographical Map**. The parcel currently sheetflows from northeast to southwest. No existing level-of-service is located on this site. Any proposed development to this site would be subject to additional environmental resource assessments including stormwater treatment and runoff conditional requirements as set forth in the s.120.54(3)(e)6, Florida Statutes.

Comment ID 6:

Subject parcel is not located within a floodplain. Refer to **Exhibit F: FEMA Map**.

Comment ID 14:

This parcel is subject to the Southwest Regional Wastewater Services. Estimated Waste is a MAX 270 Gallons per Day (pursuant to Section 703 F. of the LDC).



Comment ID 9:

The proposed request to rezone a residential parcel to Local Commercial Corridor (LCC) is consistent with the location criteria outlined in Policy 2.111-A3 of the Polk County Comprehensive Plan. As outlined in this policy, land use proposals are evaluated based on their compatibility with surrounding properties, availability of infrastructure, and overall consistency with the County's growth management objectives. The rezoning of this residential parcel to LCC meets all of these criteria.

The parcel is well-served by existing infrastructure, including road access, utilities, and public services, due to its proximity to the adjacent LLC-owned parcel. This minimizes the need for new infrastructure investments and supports the County's goal of reducing infrastructure expansion costs. Additionally, rezoning the residential parcel to LCC is compatible with the surrounding land uses. Refer to **Exhibit C: Land Use Maps**, the surrounding area includes commercial and mixed-use zoning, and the proposed rezoning will create a natural transition between the existing residential areas and the adjacent commercial/industrial uses. This rezoning will help maintain the overall character of the area while facilitating a more integrated development pattern.

Furthermore, the rezoning will not result in adverse impacts to the surrounding properties. The LCC zoning provides opportunities for appropriate commercial development that complements the area, while the design of the project will incorporate necessary measures to mitigate potential issues such as traffic, noise, and visual disruption. The proposed change also aligns with the County's broader growth management goals by encouraging a balanced mix of residential and commercial uses, which optimizes land use and resource efficiency. This rezoning supports the County's objectives of enhancing the housing supply, promoting sustainable development, and increasing opportunities for local commerce.

In conclusion, the request to rezone the residential parcel to LCC is fully consistent with the location criteria of Policy 2.111-A3. The rezoning aligns with the surrounding land use patterns, makes efficient use of existing infrastructure, and supports Polk County's long-term growth and development goals. We respectfully request your favorable consideration of this proposal, as detailed in **Exhibit C: Land Use Maps**.

Comment ID 7:

Refer to **Exhibit D: Soil Map**.

Comment ID 1:

Additional series of maps collected and packaged as the following exhibit lists:

Exhibit A: Location Map

Exhibit B: Topographical Map

Exhibit C: Land Use Map

Exhibit D: Soils Map

Exhibit E: Aerial Map

Exhibit F: FEMA Map

Exhibit G: Wetlands Map



Comment ID 2:

See Attached Demonstration of Need letter for responses. (Previously submitted)

Comment ID 12:

There will be an estimated 10-20 ADT entering and leaving the site throughout the day. No additional impact on traffic flow or safety will be impacted by future development. Refer to previously submitted photos of the existing drive and current road conditions that will be met by any future development.

Comment ID 11:

Access has been addressed through the previous response. There is an existing access point to this property.

Thank you for your consideration.

Warm regards,

REED FLORES

GLOBAL AID & DISASTER RELIEF GROUP



Pursuant to Resolution No. 2022-089, the following individuals are requested to be recognized as experts for land use cases presented under expedited hearing procedures:

- Benjamin A. Dunn, CPM – Director, Office of Planning and Development
- Benjamin J. Ziskal, AICP, CEcD – Director, Land Development Division
- Chanda Bennett, AICP, CPM – Comprehensive Planning Administrator
- Erik Peterson, AICP – Planning Administrator
- Mark Bennett, AICP, FRA-RA, CNU-A - Senior Planner
- Ian Nance – Senior Planner
- Robert Bolton – Planner III
- Johnathan Sims – Planner II
- Aleya Inglema - Planner II
- Andrew Grohowski - Planner II
- Kyle Rogus - Planner I

Mark J. Bennett, AICP, FRA-RA, CNU-A

Experienced Professional in urban planning, zoning, and land development, both in the public and private sector. Proven leader, manager, and entrepreneur. Veteran with 30 years of military service.

Professional Goal – Create Better Communities!

Education:

Student, International Development Doctoral Program, University of Southern Mississippi (current)
Naval Postgraduate School, Monterey, CA, Graduate Certificate - Stability, Security, and Development in Complex Operations

Royal Military College of Canada, Toronto, ON, CA, Master of Defence Studies

University of Central Florida, Orlando, FL, Master of Public Administration

University of South Florida (USF), Tampa, FL, Bachelor of Arts - Major - Geography

Memberships (Current):

American Institute of Certified Planners (AICP) - Certificate Number 11241

Florida Redevelopment Association – Certified Redevelopment Administrator (FRA-RA); Member, Board of Directors, Chair, Education and Professional Development Committee

Congress of New Urbanism - Accredited Member

City of Lake Wales Code Enforcement Board

USF School of Public Affairs Master of Urban and Regional Planning Advisory Council

Polk Vision - Leadership Polk Class XV

Haines City/Northeast Polk Chamber of Commerce - Leadership Class X

Senior Army Reserve Commanders Association, Reserve Officers Association, Military Officers Association of America - Imperial Polk County Chapter, American Legion, Veterans of Foreign Wars, 1st Cavalry Division Association

Memberships (Previous):

Summerlin Academy (military-oriented public school of choice) Advisory Committee, Bartow, FL

Polk County Affordable Housing Advisory Committee

City of Lake Wales Planning Board, Community Redevelopment Agency (CRA) Advisory Committee

Polk Transportation Planning Organization – Technical Advisory Committee, Joint Airport Zoning Board

Central Florida Development Council - Investor

Professional Planner Experience:

Senior Planner, Land Development Division, Polk County Board of County Commissioners, Polk County, FL – February 2023 to Present – Conduct long-range planning, development review activities, and special projects. Previously served from February 2006 to March 2007 as a Principal Planner. Initially hired in January 1989 as a student trainee, was promoted to Planner I, II, III, and Senior Planner before leaving in January 1996.

Development Services Director, City of Lake Wales, FL - July 2020 to February 2023 - Department-level position manager responsible for planning & zoning, building permitting and inspections, code compliance, and support of the Community Redevelopment Agency (CRA) for a city of 17,000+ residents and 20 square miles. Previously served as the City Planner from July 1998 to November 2000, Acting Community Services Director from March to June 1999, and the Development Services Director from January 1996 to June 1997.

Deputy Director of Development Services/CRA Manager, City of Haines City, FL – July 2017 to July 2020 – Responsible for the City’s CRA, community-development related activities, and special projects for a rapidly growing city of 25,000+ residents comprising 20 square miles. Served as Director of Development Services in absence of Director. Previously served as City Planner from November 1997 to July 1998, and Planning Manager from March 2007 to April 2015.

Planning Director/Principal, Ridge Professional Group – April 2015 to May 2017 – Responsible for all urban planning and zoning functions for an eight-employee land development consulting firm specializing in permitting and engineering design. Also, part-owner of firm, with additional duties of marketing, sales, and public relations.

Urban Planner – Bennett Consulting Services - July 2001 to February 2006 - Owner of urban planning consulting firm, specializing in subcontracting work for planning & civil engineering firms. Projects include processing Comprehensive Plan Amendments, Planned Developments, creation and implementation of annexation and sector plans, due diligence analysis for prospective land purchases, and property development potential analysis. Served as City Planner for Frostproof, FL from March to August 2005. Provided subject-matter expertise/testimony for clients before Polk County, Lake County, Lakeland, Winter Haven, and Lake Wales.

Planning Services Manager/Business Development Manager – M. T. Causley, Inc. – October 2002 to June 2003 - Contract position, responsible for urban planning services and business development activities (including sales, marketing, personnel and project management) for central Florida area.

Site Acquisition/Zoning Specialist – iTactical Services – November 2000 to October 2002 – Contract position, responsible for selection, acquisition/purchase of property, and obtaining zoning/development approval for placement of communications towers.

Zoning Specialist, SBA Communications Corporation - June to November 1997 - Responsible for siting, zoning, and permitting 20 sites to establish the Sprint PCS network in the Tampa Service Area.

Military Experience:

US Army Reserve (Retired) - April 1989 to May 2019 – Final Rank – Colonel. Key Assignments included Civil Affairs Planning Team Chief, 350th Civil Affairs Command, Pensacola, FL, with duty at US Southern Command, Doral, FL; Commander, 3rd Battalion, 349th Regiment (Logistics Support), Camp Shelby, MS; Commander, 5th Battalion, 95th Regiment, (Civil Affairs/Psychological Operations), Lubbock, TX; Civil Affairs Analyst, US Special Operations Command, MacDill Air Force Base, Tampa, FL; Battalion Executive Officer and Commander, A Company, 478th Civil Affairs Battalion, Perrine, FL; and Public Works Officer/Essential Services Team Leader, 1st Armored Division/1st Cavalry Division Governorate Support Team, Baghdad, Iraq.

Significant Awards and Decorations include the Combat Action Badge, Bronze Star (Meritorious Service) and the Parachutist Badge.

Resume of Service Career available upon request.

Hobbies/Personal Interests:

Reading, attending University of South Florida athletic events, and spending time with wife Melissa and their two children.



Polk County
Board of County Commissioners

Agenda Item P.1.

5/20/2025

SUBJECT

Public Hearing to consider the adoption of an Ordinance of the Polk County Board of County Commissioners repealing and restating Ordinance 91-13, the “Polk County Waterway Protection Code”, as amended, to update and clarify language, add and amend definitions, and create authority to establish designated swim areas and vessel exclusion zones.

DESCRIPTION

The existing Polk County Waterway Protection code was adopted in 1991 and has been amended multiple times. Considering that Polk County has approximately five hundred fifty (550) lakes covering over ninety-three thousand (93,000) acres, a clear and concise water protection code is instrumental to the management and preservation of these areas. Additionally, many of these lakes are used for swimming and other water related activities. As a result, Polk County desires to designated swim areas and vessel exclusion zones to protect the public by physically separating incompatible waterway uses thereby mitigating risks to venerable users.

RECOMMENDATION

Approve the Ordinance of the Polk County Board of County Commissioners repealing and restating Ordinance 91-13, “The Polk County Waterway Protection Code”, as amended, to update and clarify language, add and amend definitions, and create authority to establish designated swim areas and vessel exclusion zones

FISCAL IMPACT

No fiscal Impact

CONTACT INFORMATION

Randall Vogel
Assistant County Attorney
863-534-6744

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS, REPEALING AND RESTATING ORDINANCE NUMBER 91-13, "THE POLK COUNTY WATERWAY PROTECTION CODE", AS AMENDED, ADDING AND UPDATING DEFINITIONS; ADDING DESIGNATED SWIM AREAS AND VESSEL EXCLUSION ZONES; UPDATING FORMATTING AND CLARIFYING LANGUAGE; AND PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY.

WHEREAS, Polk County has approximately five hundred fifty (550) lakes covering over ninety-three thousand (93,000) acres and hundreds of miles of streams and rivers; and

WHEREAS, the Board of County Commissioners desires to promote the safety and enjoyment of its waterways for all users; and

WHEREAS, Chapter 327, Florida Statutes, and Section 327.60, Florida Statutes, authorizes local governments to adopt ordinances for the regulation of any vessel operated upon local waterways. The numerous lakes and streams are a major asset to Polk County; and

WHEREAS, boats having been declared dangerous instrumentalities pursuant to Section 327.32, Florida Statutes, the Board of County Commissioners hereby determines that the following rules and regulations are necessary in order to protect the health, safety and general welfare of the citizens of the county using the waterways of the county.

WHEREAS, pursuant to Section 327.46, Florida Statutes, Polk County has the authority to establish boating-restricted areas, including idle speed / no wake zones, slow down/minimum wake speed zones, and vessel-exclusion zones; and

WHEREAS, the mixing of motorized vessel traffic with swimmers, waders, and users of non-motorized flotation devices presents a significant risk of serious injury or death due to the potential for propeller strikes collisions, and swamping.; and

WHEREAS, designated swim areas and vessel exclusion zones are critical tools to physically separate incompatible waterway uses thereby mitigating risks to venerable users; and

WHEREAS, the Board of County Commissioners of Polk County, Florida, finds it necessary in the public interest to so regulate waterway activities for the health, safety, and general welfare of the citizens of Polk County with the intent that vessels be operated in a manner which assures reasonable and prudent use of Polk County's waterways by all who attempt to use them; and

**BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY,
FLORIDA THAT:**

SECTION 1: SHORT TITLE.

This article shall be known as the "Polk County Waterway Protection Code".

SECTION 2: APPLICABILITY.

The regulations herein set forth shall apply to all navigable waters, creeks, canals and channels (whether natural or manmade) located within the entirety of Polk County, Florida, including all municipalities.

SECTION 3: COMPLIANCE WITH FEDERAL AND STATE LAW.

All vessels operating on the waterways of Polk County shall comply with all applicable federal and state laws, rules and regulations. The provisions of this article are supplementary to such federal and state laws, rules and regulations.

SECTION 4: EXEMPTIONS

The following are exempt from the prohibitions contained within:

- 1) Activities related to racing or exhibition vessels during a publicly announced, properly authorized and supervised, and adequately patrolled regatta or speed trial or exhibition.
- 2) Activities related to vessels operated by theme parks, authorized law enforcement firefighting, or rescue purposes.
- 3) Vessels operated related to environmental management activities.
- 4) Vessels on lakes lying entirely within lands wholly under single ownership, provided that such ownership encompasses the entire shoreline and lakebed.
- 5) Vessels operating under emergency conditions during an emergency.
- 6) Vessels used by an employee, officer, or authorized agent of local, state, or federal government for ensuring compliance with local, state, or federal law or for performing other official duties.
- 7) Vessels operating within a designated swim area/vessel exclusion zone for the sole purpose of accessing and departing from a dock located on property owned or operated by the vessel's owner or operator, provided that such vessels:
 - a. Operate at idle speed/no wake at all times within the designated swim area/vessel exclusion zone.
 - b. Take the most direct route to and from the dock.
 - c. Do not engage in any other activities within the designated swim area/vessel exclusion zone beyond what is minimally necessary to access and depart from the dock.

SECTION 5: ENFORCEMENT

- 1) The provisions of this article shall be enforced by duly authorized law enforcement officers and agencies within Polk County.
- 2) Any person violating any of the provisions of this article may be punished as provided in Florida Statutes, by issuance of a uniform boating citation.
- 3) Any person violating any of the provisions of this article shall, upon conviction, be guilty of a noncriminal infraction, punishable by a fine of up to five hundred dollars (\$500.00).

SECTION 6: DEFINITIONS: The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. If any definition is inconsistent with the definition in Florida Statutes, the definition in Florida Statutes shall take precedence: Use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

Airboat shall mean any boat, sled, sea skiff, or swamp boat pushed or pulled or propelled by air power generated by an engine of more than twenty-five (25) horsepower.

Bather shall mean any person who is in the water, whether said person is swimming, wading, floating on any device, or engaged in other activity in the water.

Board shall mean the Board of County Commissioners of Polk County, Florida.

Canal shall mean a trench, the bottom of which is normally covered by water, with the upper edges of its two (2) sides normally above water.

Canoe shall mean a light, narrow vessel with curved sides and with both ends pointed. A canoe-like vessel with a transom may not be excluded from the definition of a canoe if the width of its transom is less than forty-five (45) per cent of the width of its beam or it has been designated as a canoe by the United States Coast Guard.

Channel shall mean a defined course, whether marked or unmarked, across a broader body of water between two (2) well defined points, such as the mouths of canals, rivers, or other waterways. Such rivers and canals will also be defined as channels.

County shall mean Polk County, Florida.

County boat ramp shall mean any boat ramp owned, leased or operated by the Polk County Board of County Commissioners.

Designated Swim Area means an area established for the primary purpose of protecting bathers from vessel traffic and is designated by the Board, through Resolution, for swimming and related activities, automatically created within the boundaries of any vessel exclusion zone established pursuant to Florida Statutes 327.46.

Idle speed/no wake means that a vessel cannot proceed at a speed greater than that speed which is necessary to maintain steerageway. At no time is any vessel required to proceed so slowly that the operator is unable to maintain control over the vessel or any other vessel or object that it has under tow.

Motorboat shall mean any vessel which is propelled or powered by machinery, and which is used or capable of being used as a means of transportation on water.

Nuisance noise means any sound that unreasonably disturbs the peace and quiet of others

Open water shall mean an area of water not containing fixed structures, such as a dock.

Operate shall mean to be in the actual physical control of a vessel on the waters of this county or to exercise control over or steer a vessel being towed by another vessel on these waters.

Operator means any person in charge of, in command of, or in actual physical control of a vessel on the waters of this county, exercising control over or having responsibility for a vessel's navigation or safety while the vessel is underway on the waters of this county, or controlling or steering a vessel being towed by another vessel on the waters of this county.

Owner means a person, other than a lienholder, having the property in or title to a vessel. The term includes a person entitled to the use or possession of a vessel subject to an interest in another person which is reserved or created by agreement and securing payment of performance of an obligation. The term does not include a lessee under a lease not intended as security.

Person shall mean an individual, partnership, firm, corporation, association, or other entity.

Personal watercraft shall mean a small class A-1 or A-2 vessel which uses an outboard motor, or an inboard motor powering a water jet pump, as its primary source of motive power on which is designed to be operated by a person sitting, standing, or kneeling on, or being towed behind the vessel, rather than in the conventional manner of sitting or standing inside the vessel.

Power loading shall mean the act of exceeding idle speed of the vessel's engine while loading or unloading a vessel at a boat ramp.

Rowboat shall mean a vessel manually powered by means of oars (paddles).

Sailboat shall mean any vessel whose primary source of propulsion is the natural element (i.e. wind). When under auxiliary power, a sailboat shall be considered a motorboat.

Shoreline shall mean the line marking the edge of a body of water.

Skier shall mean any person being drawn across the surface of the water.

Skiing shall mean the act of any person being drawn across the surface of the water.

Ski jump means a solid structure anchored to the bottom of a water body used in water skiing activities to propel skiers into the air.

Slalom course means a grouping of floating buoys anchored to the bottom of a lake or river bottom used in water skiing activities.

Slow down/minimum wake speed means that a vessel must not proceed at a speed greater than that speed which is reasonable and prudent to avoid an excessive wake or condition under the existing circumstances:

- 1) A motorboat in an area designated as a slow down/minimum wake zone that is operating on a plane is not proceeding at slow down minimum wake speed.
- 2) A motorboat in an area designated as a slow down/minimum wake zone that is in the process of coming off plane and settling into the water, which action creates more than no or minimum wake is not proceeding at slow down minimum wake speed.
- 3) A motorboat in an area designated as a slow down/minimum wake zone that produces no wake or minimum wake is proceeding at slow down minimum wake speed.
- 4) A motorboat in an area designated as a slow down/minimum wake zone that is completely off plane and which has settled into the water and is proceeding without wake or with minimum wake is proceeding at slow down minimum wake speed.

Substantially interferes means to hinder or impede the normal flow and progress of vessel traffic to a significant degree.

Vessel is synonymous with boat as referenced in section 1(b), Art. VII of the State Constitution and includes every description of watercraft, barge, and air boat, other than a seaplane on the water, used or capable of being used as a means of transportation on water.

Vessel exclusion zone means an area designated by the Board, through resolution, from which all vessels are excluded to enhance safety, prevent user conflicts, and/or protect environmental resources.

Waters of the state means any navigable waters of the United States within the territorial limits of the state of Florida, the marginal sea adjacent to the state of Florida and the high seas when navigated as a part of a journey or ride to or from the shore of the state of Florida, and all the inland lakes, rivers, and canals under the jurisdiction of the state of Florida.

Waterway means any waters, lakes, canals, streams, lagoons or connecting waters, whether

natural or manmade, partially or wholly within the boundaries of this county.

SECTION 7: REGULATIONS AND STANDARDS.

- 1) Any person who operates a vessel on the waters of this county shall do so in a careful and prudent manner so as to show no evidence of a wanton disregard for the safety of persons or property.
- 2) No vessel (excluding airboats) shall travel on a plane (not fully settled into the water) within three Hundred (300) feet of any shoreline, except when pulling a skier from or returning him to shore.
- 3) No vessel shall travel on a plane within three Hundred (300) of any canal opening or seventy-five (75) feet from any fixed structure, except when pulling a skier from or returning him to shore.
- 4) Skiing shall be prohibited in channels or canals which are connected to lakes.
- 5) No slalom course or ski jump may be placed in or remain in any water body in Polk County unless the following conditions are met:
 - a. The slalom or ski jump course shall have an open water approach of a minimum length of six hundred (600) feet and an open exit of a minimum length of six hundred (600) feet. An additional open water of three Hundred (300) must exist on either side of the slalom course; and
 - b. The slalom course or ski jump shall be permitted by the State of Florida Department of Environmental Protection and any other regulatory agencies which require a permit for the placement of a slalom course or ski jump in a water body.
 - c. A slalom or ski jump course, which is in existence and has all required state and federal permits prior to the effective date of this article shall be exempt from the requirements of subsections 2, 3, and 5 of this section for the duration of the existing permits applicable to such slalom or ski jump.
- 6) All vessels shall operate at a slow down/minimum wake speed within three Hundred (300) feet from a canal or channel mouth. No vessel shall exceed an idle speed/no wake within a canal or channel.
- 7) Vessel Distance Regulations:
 - a. *From Vessels Towing Skiers:* All vessels shall keep at least three hundred (300) feet behind any vessel towing a skier.
 - b. *From Bathers and Other Vessels:* All vessels shall stay clear of, by at least three Hundred (300) , any bather or vessel (anchored or in motion) unless approaching at an idle speed.
 - c. *From Slalom Courses and Ski Jumps:* When a slalom course or ski jump is in use by skiers, all other vessels shall stay at least three Hundred (300) feet away on either side, and six hundred (600) feet from the entrance and exit.

- d. Right-of-Way: All motorboats shall yield the right-of-way to nonmotorized vessels.
- 8) A vessel shall not be operated by a person who is under the influence of drugs and/or alcoholic beverages to such an extent that his normal faculties are impaired to operate a vessel in a safe manner.
- 9) Every person under six (6) years of age, while on board a vessel measuring less than twenty-six (26) feet in length, shall wear a Type I, II, or III flotation device approved by the United States Coast Guard, while the vessel is underway. For purposes of this subsection, "underway" shall mean at all times, except when the vessel is anchored, moored or aground.
- 10) No person shall power load any vessel onto a trailer at any county boat ramp in such a manner as to potentially contribute to the undermining of the ramp or create a nuisance noise.
- 11) For the purpose of regulating the speed and operation of vessel traffic on the Oxbow section of the Old Kissimmee River outside the channelized portion of the Kissimmee River located in Sections 1, 12, Township 29S, Range 29E, in Polk County, Florida, the following vessel controlled zone is established along the portion of the Oxbow from the latitude longitude coordinates N27°59'03", W81°22'83" to N27°58'36", W81°22'46" as an idle speed no wake zone. The idle speed/no wake zone is depicted on the map attached to Ordinance No. 93-37. Exempt from the provisions of this section are Lakes Arbuckle and Hatchineha and immediately adjacent waterways and the Kissimmee River Oxbow located in Polk County between Lakes Kissimmee and Hatchineha and described in this subsection.
- 12) Airboat Regulations:
- a. *Hours of Operation*: No person shall operate an airboat between the hours of 10:00 p.m. and 7:00 a.m. Sunday through Thursday and 12:00 midnight and 6:00 a.m. Friday and Saturday, Memorial Day, Independence Day, and Labor Day. Airboats may be operated during the hours of 4:00 a.m. and 7:00 a.m. during authorized waterfowl hunting season.
- b. *Distance from Residences*: No person shall operate an airboat above an idle speed within five hundred (500) feet of a residence. This distance setback from residences shall not apply during the hours of 8:00 a.m. and 5:00 p.m. Monday through Saturday to the use of airboats by commercial operators of airboat tours or rides holding a valid occupational license for such purposes as of March 5, 1996, for purposes of gaining ingress and egress to their base of operations or to residences constructed on Lake Hamilton after the effective date of Ordinance No. 96-14.
- c. *Exemptions*: Nothing herein shall prohibit the operation of a properly operated airboat by an individual possessing an alligator trapping license as required by Florida Statutes and possessing a harvest permit issued by the Florida Game and Freshwater Fish Commission pursuant to Florida Administrative Code. This exemption shall only apply during the harvest season as established by the Florida Game and Freshwater Fish Commission.

This section shall not apply to the use of airboats by duly licensed and authorized persons engaged in the commercial eradication or control of aquatic weeds.

- 13) The exhaust of every internal combustion engine on any vessel operated on the waters of this county shall be effectively muffled so as to muffle the noise of the exhaust in a reasonable manner. Furthermore, the exhaust of every airboat shall be effectively muffled by automotive or aircraft style equipment. The use of cutouts is prohibited, except for vessels competing in a regatta or official boat race, and for such vessels while on trial runs.
 - a. *Enforcement.* The provisions of this subsection may be additionally enforced as a noncriminal infraction by the Division of Law Enforcement of the Florida Department of Environmental Protection and its officers, the Florida Game and Fresh Water Fish Commission and its officers, the sheriff and deputy sheriffs, and any other authorized law enforcement officer, pursuant to the provisions of Florida Statutes.
 - b. *Exemption.* Nothing in this section shall apply to the use of an airboat by duly authorized agents of the state, county, or federal government in the performance of their official duties.

- 14) No person shall launch or stop or park or moor a boat in any lake-interconnecting canal, to engage in any activity which substantially interferes with boat traffic on these waters.

SECTION 8: DESIGNATED SWIM AREAS AND VESSEL EXCLUSION ZONES.

- 1) *Designated Swim Areas:* A designated swim area shall be automatically created within the boundaries of any vessel exclusion zone established pursuant to Florida Statutes 327.46 upon the Board adopting a resolution designating a Vessel Exclusion Zone in accordance with this Ordinance upon finding that such designation is necessary to separate vessel and fishing activities from swimming activities for the safety of those participating in such activities . The boundaries of any designated swim area shall be established by the Board through resolution and shall be clearly marked by buoys, signs, or other appropriate markers in accordance with the Uniform State Waterway Marking System (USWMS).

- 2) *Permitted Activities:* Within such designated swim areas, the following activities are permitted:
 - a. Swimming and wading;
 - b. Floating and the use of non-motorized flotation devices;
 - c. Snorkeling and other recreational activities that do not involve the use of a vessel.

- 3) *Prohibited Activities:* Within such designated swim areas, the following activities are prohibited:
 - a. Operation of any motorized vessel, including but not limited to motorboats, personal watercraft, and airboats, except for law enforcement, emergency response, or other official purposes as authorized by this county;
 - b. Fishing, including the casting of lines or nets;
 - c. Anchoring or mooring of any vessel;
 - d. Any activity that endangers or interferes with the safety of swimmers.

- 4) *Signage*: The Polk County Sheriff's Department shall post signage at regular intervals along the shoreline adjacent to any designated swim area indicating the boundaries of the swim area and any applicable restrictions.
- 5) Nothing in this section shall be construed to prohibit the use of vessels within a designated swim area for law enforcement, emergency response, or other official purposes.

SECTION 9: VARIANCES.

The board may grant requests for variances from the requirements of this article only, provided the public health, safety and welfare are protected, in accordance with the following provisions:

- 1) Any person subject to the provisions of this article may apply to the Board for a variance
- 2) In order to grant a variance from this article, the board must determine that there has been a disclosure of good and sufficient cause.
- 3) An advertisement describing the variance request has been placed in a newspaper with local circulation.
- 4) Comments from affected local governing agencies (municipalities and special taxing districts) will be solicited in the review of all pertinent variance applications.
- 5) The Board may establish such conditions, in granting the variance, as it deems necessary to further the purpose of this article.

Section 10. NO WARRANTIES OR ASSURANCES

The establishment of a Vessel Exclusion Zone or Designated Swim Area by the Board does not imply any warranty or assurance of safety within that area. Users of these areas assume all risks associated with their use.

SECTION 11: SEVERABILITY.

If any provision of this Ordinance or if this Ordinance as applied is determined to be invalid or unconstitutional by a court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 12. EFFECTIVE DATE

This Ordinance shall take effect immediately upon filing with the Office of the Florida Secretary of State.



Sheriff Grady Judd

Polk County

1891 Jim Keene Blvd. • Winter Haven, FL 33880-8010 • Phone: 863.298.6200 • www.polksheriff.org

March 19, 2025

Polk County Board of County Commissioners
330 West Church Street
Bartow, Florida 33830

RE: Request for Adoption of Boating-Restricted Areas per Florida Statute 327.46(1)(c)(3)b

To the Honorable Members of the Polk County Board of County Commissioners:

Pursuant to Florida Statute 327.46(1)(c)(3)b, I respectfully submit for consideration the proposed ordinance titled "Polk County Waterway Protection Code" (Ordinance No. 2024-), *as well as the accompanying Resolution No. 2025-*, which establish designated swim areas and vessel exclusion zones in certain portions of Lake Winterset, Lake Clinch, and Lake Ariana.

The need for these boating-restricted areas has arisen due to significant public safety concerns identified on these bodies of water. With over 550 lakes and more than 93,000 acres of navigable waterways in Polk County, congestion between vessels and swimmers has led to dangerous situations that threaten the health, safety, and general welfare of both residents and visitors.

Specifically, these areas have seen increased incidents of near-miss collisions, excessive wake damage to docks and shoreline property, and interference with non-motorized recreational users. Our deputies have reported a growing number of complaints from residents and documented situations where vessel operation at unsafe speeds and proximity to swimmers created hazardous conditions.

The proposed ordinance and resolution are designed to:

- Minimize conflicts between vessels and swimmers;
- Reduce the risk of accidents and injuries;
- Promote safe and responsible boating;
- Ensure that waterways are enjoyed by all users in a safe environment.

The proposed ordinance and resolution meet the requirements set forth in Chapter 327, Florida Statutes. I respectfully request the Board's adoption of these boating-restricted areas to enhance public safety and support the responsible use of Polk County's waterways.

Please feel free to contact me if you have any questions or need additional information.

Thank you for your attention and consideration.

Sincerely,

Mario J. Cabrera
General Counsel

★★★★★★★★★★
"TEN STAR ACCREDITED AGENCY"



Polk County
Board of County Commissioners

Agenda Item P.2.

5/20/2025

SUBJECT

Consider the approval of a Resolution of the Board of County Commissioners of Polk County, Florida, establishing designated swim areas and vessel exclusion zones in certain portions of Lake Winterset, Lake Clinch, and Lake Ariana.

DESCRIPTION

Polk County has approximately five hundred fifty (550) lakes covering over ninety-three thousand (93,000) acres. Many of these lakes are used for swimming and other water related activities. Specifically, portions of Lake Winterset, Lake Clinch, and Lake Ariana are routinely used for swimming and boating concurrently. Because of the potential dangers created by boats operating near swimmers, Polk County desires to designate swim areas on portions of Lake Winterset, Lake Clinch, and Lake and set these areas aside as vessel exclusion zones.

RECOMMENDATION

Approve a Resolution of the Board of County Commissioners of Polk County, Florida, establishing designated swim areas and vessel exclusion zones in certain portions of Lake Winterset, Lake Clinch, and Lake Ariana.

FISCAL IMPACT

No fiscal Impact.

CONTACT INFORMATION

Randall Vogel
Assistant County Attorney
863-534-6744

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA, ESTABLISHING DESIGNATED SWIM AREAS AND VESSEL EXCLUSION ZONES IN CERTAIN PORTIONS OF LAKE WINTerset, LAKE CLINCH, AND LAKE ARIANA; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Polk County has approximately five hundred fifty (550) lakes covering over ninety-three thousand (93,000) acres and hundreds of miles of streams and rivers; and

WHEREAS, the Board of County Commissioners desires to promote the safety and enjoyment of its waterways for all users; and

WHEREAS, pursuant to Section 327.46, Florida Statutes, Polk County has the authority to establish boating-restricted areas, including Designated Swim Areas and Vessel Exclusion Zones; and

WHEREAS, designated swim areas and vessel exclusion zones are critical tools to physically separate incompatible waterway uses thereby mitigating risks to venerable users; and

WHEREAS, the Board of County Commissioners of Polk County, Florida, finds it necessary in the public interest to establish Designated Swim Areas and Vessel Exclusion Zones in certain portions of Lake Winterset, Lake Clinch, and Lake Ariana to ensure the safety of swimmers and other recreational users

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA THAT:

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to Chapter 125, Florida Statutes, Polk County Ordinance 25-_____ and other applicable provisions of law (collectively, the "Act").

SECTION 2. FINDINGS. The Board hereby finds, determines, and declares as follows:

- A) The County is authorized under law, including, without limitation, Chapter 327, Florida Statutes, to establish Designated Swim Areas and Vessel Exclusion Zones within its jurisdiction.
- B) The area(s) shown in exhibit "A" consist of areas of Lake Winterset, Lake Clinch, and Lake Ariana where swimming is common and where boats routinely operate while swimmers are present.

- C) The establishment of Designated Swim Areas and Vessel Exclusion Zones in the areas shown in exhibit "A" are necessary to promote public safety and reduce conflicts between vessels and swimmers or other recreational users.

SECTION 3. ESTABLISHMENT OF DESIGNATED SWIM AREAS AND VESSEL EXCLUSION ZONES. Designated Swim Areas and Vessel Exclusion Zones are hereby established in the portions of Lake Winterset, Lake Clinch, and Lake Ariana, as depicted in Exhibit "A" attached hereto and incorporated herein by reference.

SECTION 4. PROHIBITED ACTIVITIES. Within the Designated Swim Areas and Vessel Exclusion Zones, the operation of all vessels, including but not limited to motorboats, personal watercraft, and airboats, is prohibited, except for law enforcement, emergency response, or other official purposes as authorized by the county.

SECTION 5. NO WARRANTIES OR ASSURANCES. By adoption of this Resolution, the Board provides no warranties or insurances that areas designated as Designated Swim Areas and Vessel Exclusion Zones are safe or that the areas comply with all applicable laws, ordinances, or safety codes.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY PASSED AND ADOPTED by the Board of County Commissioners of Polk County, Florida on May 20, 2025.

ATTEST:

STACY M. BUTTERFIELD
CLERK TO THE BOARD

BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
T. R. Wilson, Chair

(SEAL)

Exhibit “A”



Lake Winterset

 Designated Swim Area and Vessel Exclusion Zone



Lake Winterset

 Designated Swim Area and Vessel Exclusion Zone



Lake Winterset



 Designated Swim Area and Vessel Exclusion Zone



Lake Ariana



Dr

Ila St

Bishop St

Ramsgate Rd

Flores Way

Elaine Dr

Lake Ariana Blvd

Lake Ariana Blvd

Tempusford Rd

Ramsgate Rd

Margate Rd

Pearl St

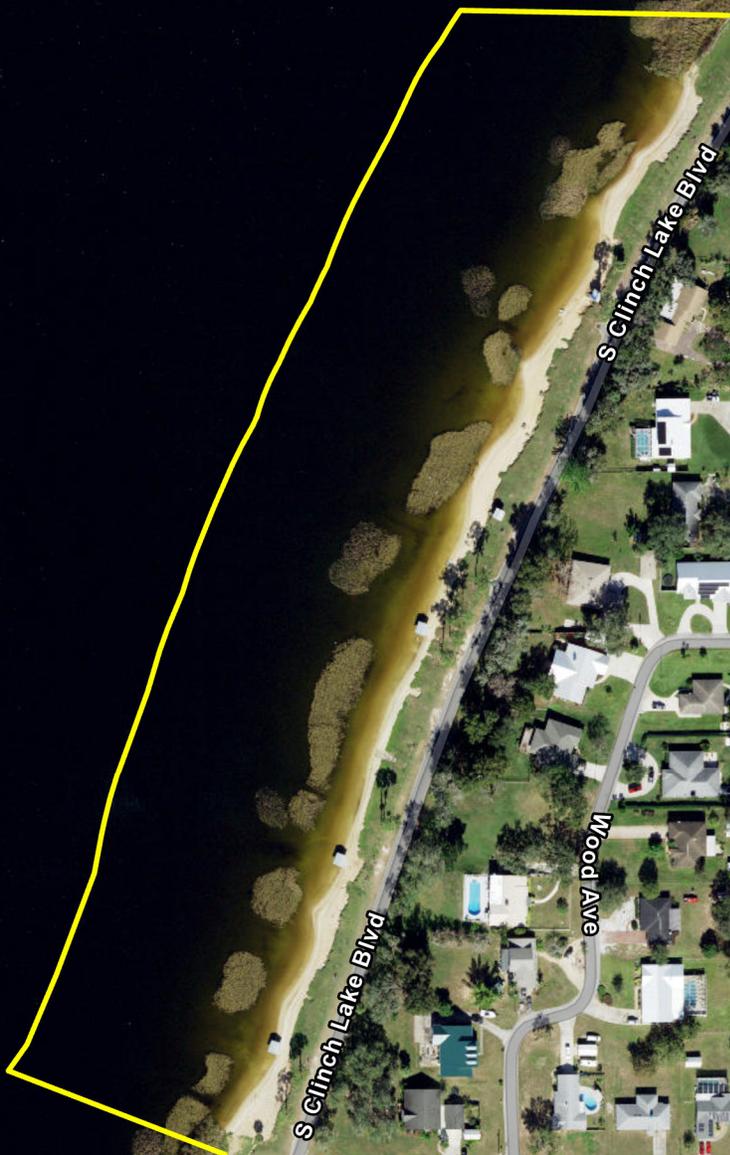
Hawthorne Rd

Lake Lena

— Swimming Area



Lake Clinch



— Swimming Area



Polk County
Board of County Commissioners

Agenda Item R.1.

5/20/2025

SUBJECT

Removal of equipment from inventory as listed on Blanket Removal Form 2217.

DESCRIPTION

Removal of equipment from inventory is set forth on Blanket Removal Form 2217 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 2217.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Alison Brown

alisonbrown@polk-county.net <<mailto:alisonholland@polk-county.net>>

BLANKET PROPERTY REMOVAL FORM # 2217

To: Board of County Commissioners, Polk County, Florida
From: Clerk and Auditor, Polk County, Florida
It is requested that the listed property be removed from inventory.

Submitted By: 
Fixed Asset Accounting Office of Clerk Auditor

Approved By: _____
Chairman of the Board of County Commissioners

BoCC Approval Date: **5/20/2025**

Property # **R00651** Asset # **101206**
Item: RADIO, 800 MHZ - HANDHELD MOTOROLA APX900 700/800 MODEL 2 P
Serial # 837CVZ3821 Date Rec'd. 12/26/2019 Cost \$1,811.03
Reason for Request: EXTRAORDINARY

Property # **57825** Asset # **102374**
Item: COMPUTER, LAPTOP HP ZBOOK FURY 17
Serial # CND0475D1L Date Rec'd. 12/19/2020 Cost \$0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60044** Asset # **104055**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG21116S0 Date Rec'd. 4/7/2022 Cost \$1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60046** Asset # **104057**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG21115J9 Date Rec'd. 4/7/2022 Cost \$1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60058** Asset # **104069**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG21115XK Date Rec'd. 4/7/2022 Cost \$1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60069** Asset # **104080**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG21116SB Date Rec'd. 4/7/2022 Cost \$1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60081** Asset # **104092**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG211169T Date Rec'd. 4/7/2022 Cost \$1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60085** Asset # **104096**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG21114J6 Date Rec'd. 4/7/2022 Cost \$1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60090** Asset # **104101**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG21115JG Date Rec'd. 4/7/2022 Cost \$1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60093** Asset # **104104**
Item: COMPUTER, LAPTOP HP ELITEBOOK 850
Serial # 5CG21115JC Date Rec'd. 4/7/2022 Cost \$1,375.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # 60096	Asset # 104120	HP	ELITEBOOK 850		
Item: COMPUTER, LAPTOP				Cost	\$0.00
Serial # 5CG2097LSJ		Date Rec'd. 5/3/2022			
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # 60097	Asset # 104121	HP	ELITEBOOK 850		
Item: COMPUTER, LAPTOP				Cost	\$0.00
Serial # 5CG2097LT4		Date Rec'd. 5/3/2022			
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # N0000001308	Asset # 53625	3COM	SUPERSTACK II 3300		
Item: SWITCH, IT				Cost	\$1,185.70
Serial # 0800\KZBS2BD6566-REPLACEMENT		Date Rec'd. 6/26/2000			
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # N0000002749	Asset # 53650	CISCO	2950SX		
Item: SWITCH, IT				Cost	\$1,199.00
Serial # SFHK0816Y0DF		Date Rec'd. 6/10/2004			
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # N0000003320	Asset # 53658	AVOCENT	1000 VIEWER		
Item: SWITCH, IT				Cost	\$4,898.00
Serial # 10401838		Date Rec'd. 1/9/2005			
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # N0000004968	Asset # 53925				
Item:				Cost	
Serial #		Date Rec'd.			
Reason for Request: DONATE TO NON-PROFIT ORGANIZATION OR OTHER GOVT AGENCY					
Property # N0000004974	Asset # 53931				
Item:				Cost	
Serial #		Date Rec'd.			
Reason for Request: DONATE TO NON-PROFIT ORGANIZATION OR OTHER GOVT AGENCY					
Property # N0000004946	Asset # 55393	ADVANTAGE	SLA-20		
Item: LIFT, PLATFORM				Cost	\$1,622.37
Serial # SLA05-30588		Date Rec'd. 11/7/2005			
Reason for Request: LANDFILL / SCRAP DUMPSTER					
Property # N0000002832	Asset # 55538		TWIN POST		
Item: LIFT, POST				Cost	\$9,545.00
Serial # AXE04A0004		Date Rec'd. 3/21/2004			
Reason for Request: LANDFILL / SCRAP DUMPSTER					
Property # N0000002045	Asset # 56212		15,000#		
Item: LIFT, POST				Cost	\$9,441.00
Serial # AXE03H0D18		Date Rec'd. 9/24/2003			
Reason for Request: LANDFILL / SCRAP DUMPSTER					
Property # N0002170406	Asset # 56283		9000# 2-POST		
Item: LIFT, POST				Cost	\$3,298.00
Serial # AJB96A0339		Date Rec'd. 1/9/1996			
Reason for Request: LANDFILL / SCRAP DUMPSTER					
Property # N0002170408	Asset # 56285		12000# 2-POST		
Item: LIFT, POST				Cost	\$7,225.00
Serial # CBC96A0009		Date Rec'd. 1/16/1997			
Reason for Request: LANDFILL / SCRAP DUMPSTER					

Property # N0000003274	Asset # 57220	HEWLETT PACKARD	DESIGNJET 800PS	
Item: PRINTER, IT		Date Rec'd. 6/7/2005	Cost	\$6,662.00
Serial # SG51V92013				
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				
Property # N0000003561	Asset # 58916	HEWLETT PACKARD	XW6200	
Item: COMPUTER, DESKTOP		Date Rec'd. 8/28/2005	Cost	\$2,917.00
Serial # 2UA533154Y				
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				
Property # N0002992290	Asset # 61750	MOTOROLA	XTL5000	
Item: RADIO, 800 MHZ - MOBILE		Date Rec'd. 8/13/2006	Cost	\$3,500.00
Serial # 500CGP1461				
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				
Property # N0002992317	Asset # 61777	MOTOROLA	XTL5000	
Item: RADIO, 800 MHZ - MOBILE		Date Rec'd. 8/13/2006	Cost	\$3,500.00
Serial # 500CGP1733				
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				
Property # N0002992328	Asset # 61788	MOTOROLA	XTL5000	
Item: RADIO, 800 MHZ - MOBILE		Date Rec'd. 8/13/2006	Cost	\$3,500.00
Serial # 500CGP1482				
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				
Property # ROHR 5	Asset # 65796			
Item: NURSING HOME		Date Rec'd. 8/19/2003	Cost	\$700,700.00
Serial #				
Reason for Request: BUILDING DEMO				
Property # ROHR 6	Asset # 65797			
Item: NURSING HOME		Date Rec'd. 8/19/2003	Cost	\$7,260.00
Serial #				
Reason for Request: BUILDING DEMO				
Property # ROHR 9	Asset # 65868			
Item: NURSING HOME		Date Rec'd. 9/29/2006	Cost	\$1,496,791.70
Serial #				
Reason for Request: BUILDING DEMO				
Property # ROHR 2	Asset # 66038			
Item: NURSING HOME		Date Rec'd. 9/29/2000	Cost	\$6,785.00
Serial #				
Reason for Request: BUILDING DEMO				
Property # ROHR 1	Asset # 66062			
Item: NURSING HOME		Date Rec'd. 9/29/2000	Cost	\$2,109.04
Serial #				
Reason for Request: BUILDING DEMO				
Property # ROHR 8	Asset # 66148			
Item: NURSING HOME		Date Rec'd. 9/30/1985	Cost	\$11,936.35
Serial #				
Reason for Request: BUILDING DEMO				
Property # 50401	Asset # 68015	3M	SUPERSTACK 3SWITCH 387	
Item: Switch, IT		Date Rec'd. 5/3/2007	Cost	\$2,199.00
Serial # Y7DW6DEB44754				
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				

Property # 50402	Asset # 68016			
Item: Switch, IT		3M	SUPERSTACK 3SWITCH 387	
Serial # 77DF5JDD0A667		Date Rec'd 5/3/2007	Cost	\$2,199.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				
<hr/>				
Property # 50403	Asset # 68017			
Item: Switch, IT		3M	SUPERSTACK 3SWITCH 387	
Serial # 77DF5UE49F771		Date Rec'd 5/3/2007	Cost	\$2,199.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				
<hr/>				
Property # ROHR 11	Asset # 68044			
Item: ROHR HOME				
Serial #		Date Rec'd 9/29/2007	Cost	\$1,160,752.61
Reason for Request: BUILDING DEMO				
<hr/>				
Property # 52063	Asset # 71699			
Item: GPS SYSTEM		TRIMBLE	GEO XT 2008 SERIES	
Serial # 4953455234		Date Rec'd 2/2/2010	Cost	\$5,341.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				
<hr/>				
Property # 52195	Asset # 71974			
Item: MONITOR, IT		ENVIROMUX	SEMS 16	
Serial # 626		Date Rec'd 2/21/2010	Cost	\$1,640.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				
<hr/>				
Property # N0002994564	Asset # 72711			
Item: RADIO, 800 MHZ - MOBILE		MOTOROLA	XTL 2500	
Serial # 514CLF1726		Date Rec'd 3/20/2010	Cost	\$3,441.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				
<hr/>				
Property # N0002994722	Asset # 72869			
Item: RADIO, 800 MHZ - MOBILE		MOTOROLA	XTL 2500	
Serial # 514CLF1904		Date Rec'd 3/21/2010	Cost	\$3,441.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				
<hr/>				
Property # 52121	Asset # 72942			
Item: Switch, IT		CISCO	CATALYST 2960G 48 PORT	
Serial # FOC1342V2KE		Date Rec'd 11/5/2009	Cost	\$3,656.95
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				
<hr/>				
Property # 52122	Asset # 72943			
Item: Switch, IT		CISCO	CATALYST 2960G 48 PORT	
Serial # FOC1342X152		Date Rec'd 11/5/2009	Cost	\$3,656.95
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				
<hr/>				
Property # N0002994882	Asset # 73309			
Item: RADIO, 800 MHZ - MOBILE		MOTOROLA	XTL 2500	
Serial # 514CLH1695		Date Rec'd 6/2/2010	Cost	\$3,441.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				
<hr/>				
Property # N0002994883	Asset # 73310			
Item: RADIO, 800 MHZ - MOBILE		MOTOROLA	XTL 2500	
Serial # 514CLH1696		Date Rec'd 6/2/2010	Cost	\$3,441.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				
<hr/>				
Property # N0002994908	Asset # 73335			
Item: RADIO, 800 MHZ - MOBILE		MOTOROLA	XTL 2500	
Serial # 514CLH1761		Date Rec'd 6/2/2010	Cost	\$3,441.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				

Property # ROHR 10	Asset # 74153				
Item: BUILDING IMPROVEMENTS					
Serial #		Date Rec'd. 9/29/2010		Cost	\$112,154.00
Reason for Request: BUILDING DEMO					
Property # 51705	Asset # 74797				
Item: COMPUTER, LAPTOP		PANASONIC		TOUGHBOOK CF-31	
Serial # 1EKS67553		Date Rec'd. 5/24/2011		Cost	\$3,278.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # ROHR 12	Asset # 75067				
Item: BUILDING IMPROVEMENTS					
Serial #		Date Rec'd. 9/29/2011		Cost	\$6,127.41
Reason for Request: BUILDING DEMO					
Property # 53371	Asset # 75683				
Item:					
Serial #		Date Rec'd.		Cost	
Reason for Request: DONATE TO NON-PROFIT ORGANIZATION OR OTHER GOVT AGENCY					
Property # 53895	Asset # 75754				
Item: POWER VAULT		DELL		MD3220	
Serial # 9GXT7V1		Date Rec'd. 8/21/2012		Cost	\$18,954.07
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # 53902	Asset # 75755				
Item: Switch, IT		EXTREME NETWORKS		SUMMIT X440	
Serial # 1208G-02264		Date Rec'd. 8/20/2012		Cost	\$1,179.75
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # 53903	Asset # 75756				
Item: Switch, IT		EXTREME NETWORKS		SUMMIT X440	
Serial # 1207G-01546		Date Rec'd. 8/20/2012		Cost	\$1,179.75
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # 53904	Asset # 75757				
Item: Switch, IT		EXTREME NETWORKS		SUMMIT X440	
Serial # 1208G-02103		Date Rec'd. 8/20/2012		Cost	\$1,179.75
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # 53905	Asset # 75758				
Item: Switch, IT		EXTREME NETWORKS		SUMMIT X440	
Serial # 1208G-02179		Date Rec'd. 8/20/2012		Cost	\$1,179.75
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # 53906	Asset # 75759				
Item: Switch, IT		EXTREME NETWORKS		SUMMIT X440	
Serial # 1417N-40640		Date Rec'd. 8/20/2012		Cost	\$1,179.75
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # 53907	Asset # 75760				
Item: Switch, IT		EXTREME NETWORKS		SUMMIT X440	
Serial # 1207G-01617		Date Rec'd. 8/20/2012		Cost	\$1,179.75
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # 53908	Asset # 75761				
Item: Switch, IT		EXTREME NETWORKS		SUMMIT X440	
Serial # 1208G-02153		Date Rec'd. 8/20/2012		Cost	\$1,179.75
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					

Property # 53909	Asset # 75762	EXTREME NETWORKS	SUMMIT X440	
<i>Item:</i> Switch, IT		<i>Date Rec'd.</i> 8/20/2012	<i>Cost</i>	\$1,179.75
<i>Serial #</i> 1207G-01542				
<i>Reason for Request:</i> ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				
Property # 53910	Asset # 75763	EXTREME NETWORKS	SUMMIT X440	
<i>Item:</i> Switch, IT		<i>Date Rec'd.</i> 8/20/2012	<i>Cost</i>	\$1,179.75
<i>Serial #</i> 1207G-01648				
<i>Reason for Request:</i> ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				
Property # 53911	Asset # 75764	EXTREME NETWORKS	SUMMIT X440	
<i>Item:</i> Switch, IT		<i>Date Rec'd.</i> 8/20/2012	<i>Cost</i>	\$1,179.75
<i>Serial #</i> 1208G-02171				
<i>Reason for Request:</i> ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				
Property # 53923	Asset # 75776	DELL	MD3220 POWER VAULT	
<i>Item:</i> NAS (Network Attached Storage)		<i>Date Rec'd.</i> 8/28/2012	<i>Cost</i>	\$18,258.60
<i>Serial #</i> 9GYT7V1				
<i>Reason for Request:</i> ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				
Property # ROHR 13	Asset # 75905	CALL STATION		
<i>Item:</i> INTERCOM SYSTEM		<i>Date Rec'd.</i> 9/29/2012	<i>Cost</i>	\$378,768.97
<i>Serial #</i>				
<i>Reason for Request:</i> BUILDING DEMO				
Property # ROHR 7	Asset # 75906	NURSE CALL	WIRELESS	
<i>Item:</i> INTERCOM SYSTEM		<i>Date Rec'd.</i> 9/29/2012	<i>Cost</i>	\$13,710.68
<i>Serial #</i>				
<i>Reason for Request:</i> BUILDING DEMO				
Property # 54008	Asset # 77090	HEARTSTART	MRX ALS MONITOR	
<i>Item:</i> DEFIBRILLATOR		<i>Date Rec'd.</i> 2/21/2013	<i>Cost</i>	\$18,393.60
<i>Serial #</i> US00565669				
<i>Reason for Request:</i> DONATE TO NON-PROFIT ORGANIZATION OR OTHER GOVT AGENCY				
Property # 54255	Asset # 84170	TRIMBLE	YUMA 2 RUGGED	
<i>Item:</i> TABLET, IT		<i>Date Rec'd.</i> 9/9/2013	<i>Cost</i>	\$3,462.00
<i>Serial #</i> T7154-1512-002779				
<i>Reason for Request:</i> ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				
Property # 54475	Asset # 88761	DELL	POWEREDGE R720	
<i>Item:</i> SERVER, IT		<i>Date Rec'd.</i> 4/27/2014	<i>Cost</i>	\$11,869.16
<i>Serial #</i> 5YKYK02				
<i>Reason for Request:</i> ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				
Property # 54497	Asset # 88789	TRIMBLE	YUMA 2 RUGGED	
<i>Item:</i> COMPUTER, HANDHELD FIELD		<i>Date Rec'd.</i> 5/12/2014	<i>Cost</i>	\$3,590.00
<i>Serial #</i> T71SY-1311-002687				
<i>Reason for Request:</i> ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				
Property # 54498	Asset # 88790	TRIMBLE	YUMA 2 RUGGED	
<i>Item:</i> COMPUTER, HANDHELD FIELD		<i>Date Rec'd.</i> 5/12/2014	<i>Cost</i>	\$3,590.00
<i>Serial #</i> T71SY-1312-002741				
<i>Reason for Request:</i> ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				
Property # 54499	Asset # 88791	TRIMBLE	YUMA 2 RUGGED	
<i>Item:</i> COMPUTER, HANDHELD FIELD		<i>Date Rec'd.</i> 5/12/2014	<i>Cost</i>	\$3,590.00
<i>Serial #</i> T71SY-1312-002770				
<i>Reason for Request:</i> ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				

Property # 54500	Asset # 88792				
Item: COMPUTER, HANDHELD FIELD		TRIMBLE		YUMA 2 RUGGED	
Serial # T71SY-1318-003839		Date Rec'd. 5/12/2014		Cost	\$3,590.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # 54517	Asset # 88816				
Item:				Cost	
Serial #		Date Rec'd.			
Reason for Request: DONATE TO NON-PROFIT ORGANIZATION OR OTHER GOVT AGENCY					
Property # 54707	Asset # 89392				
Item: COMPUTER, HANDHELD FIELD		TRIMBLE		YUMA 2 RUGGED	
Serial # T71SY-1442-011514		Date Rec'd. 1/20/2015		Cost	\$3,730.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # 54778	Asset # 89788				
Item: TABLET, IT		TRIMBLE		YUMA 2	
Serial # T71SY-1432-009937		Date Rec'd. 4/28/2015		Cost	\$4,096.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # 54779	Asset # 89789				
Item: TABLET, IT		TRIMBLE		YUMA 2	
Serial # T71SY-1432-009939		Date Rec'd. 4/28/2015		Cost	\$4,096.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # 54780	Asset # 89790				
Item: TABLET, IT		TRIMBLE		YUMA 2	
Serial # T71SY-1432-009951		Date Rec'd. 4/28/2015		Cost	\$4,096.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # 54781	Asset # 89791				
Item: TABLET, IT		TRIMBLE		YUMA 2	
Serial # T71SY-1432-009958		Date Rec'd. 4/28/2015		Cost	\$4,096.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # 54827	Asset # 89877				
Item: DEFIBRILLATOR		PHILIPS		HEARTSTART MRX	
Serial # US00583935		Date Rec'd. 5/10/2015		Cost	\$15,967.65
Reason for Request: DONATE TO NON-PROFIT ORGANIZATION OR OTHER GOVT AGENCY					
Property # 54829	Asset # 89879				
Item: DEFIBRILLATOR		PHILIPS		HEARTSTART MRX	
Serial # US00583937		Date Rec'd. 5/10/2015		Cost	\$15,967.65
Reason for Request: DONATE TO NON-PROFIT ORGANIZATION OR OTHER GOVT AGENCY					
Property # 53741	Asset # 90866				
Item: FIREWALL		CHECK POINT		1180 NGTP APPLIANCE	
Serial # 1502070033502324		Date Rec'd. 5/31/2015		Cost	\$1,258.26
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # 54948	Asset # 91969				
Item: COMPUTER, NOTEBOOK		HP		PROBOOK 650	
Serial # 5CG5335XCQ		Date Rec'd. 8/23/2015		Cost	\$1,039.40
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # ROHR 3	Asset # 94099				
Item: ROHR HOME					
Serial #		Date Rec'd. 9/29/2015		Cost	\$1,304,603.23
Reason for Request: BUILDING DEMO					

Property # 55107	Asset # 94283	TRIMBLE	YUMA 2 TABLET		
Item: COMPUTER, HANDHELD FIELD				Cost	\$3,730.00
Serial # T71SY-1429-009645		Date Rec'd. 11/18/2015			
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # 53785	Asset # 94482	CANON	DR-G1100		
Item: SCANNER				Cost	\$4,139.00
Serial # 918074B00292AB21GG308910		Date Rec'd. 2/2/2016			
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # 55441	Asset # 95052	CHECK POINT	5200 APPLIANCE		
Item: FIREWALL				Cost	\$8,891.36
Serial # 1709BA3663		Date Rec'd. 9/20/2016			
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # 55445	Asset # 95056	HP	T2530 DESIGNJET		
Item: PLOTTER				Cost	\$9,974.04
Serial # CN5BU2H01B		Date Rec'd. 9/14/2016			
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # 55923	Asset # 95275	HOSHIZAKI	KM-1900SAH		
Item: ICE MACHINE				Cost	\$6,687.41
Serial # F03869J		Date Rec'd. 12/13/2016			
Reason for Request: LANDFILL / SCRAP DUMPSTER					
Property # 55458	Asset # 95276	CHECK POINT	SG5600 NGTP		
Item: FIREWALL				Cost	\$27,343.00
Serial # 1633BA2991		Date Rec'd. 1/1/2017			
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # 55459	Asset # 95277	CHECK POINT	SG5600 NGTP-HA		
Item: FIREWALL				Cost	\$22,643.00
Serial # 1633BA2874		Date Rec'd. 1/1/2017			
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # ROHR 4	Asset # 95412	SETEL	SV9100		
Item: PHONE SYSTEM				Cost	\$7,447.93
Serial #		Date Rec'd. 3/20/2017			
Reason for Request: BUILDING DEMO					
Property # 55544	Asset # 96725	GETAC	S410		
Item: COMPUTER, LAPTOP				Cost	\$2,408.00
Serial # RHA0351175		Date Rec'd. 10/16/2017			
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # 57559	Asset # 98185	PHILLIPS	MRX		
Item: DEFIBRILLATOR				Cost	\$10,457.50
Serial # US00554199		Date Rec'd. 11/28/2018			
Reason for Request: DONATE TO NON-PROFIT ORGANIZATION OR OTHER GOVT AGENCY					
Property # 57563	Asset # 98189				
Item:				Cost	
Serial #		Date Rec'd.			
Reason for Request: DONATE TO NON-PROFIT ORGANIZATION OR OTHER GOVT AGENCY					
Property # 57564	Asset # 98190				
Item:				Cost	
Serial #		Date Rec'd.			
Reason for Request: DONATE TO NON-PROFIT ORGANIZATION OR OTHER GOVT AGENCY					

Property # 57567	Asset # 98193				
Item:					
Serial #		<i>Date Rec'd.</i>		<i>Cost</i>	
Reason for Request: DONATE TO NON-PROFIT ORGANIZATION OR OTHER GOVT AGENCY					
Property # 57663	Asset # 98959				
Item: FIREWALL		CHECKPOINT	PL-40		
Serial # 1920BA5429		<i>Date Rec'd.</i> 8/19/2019		<i>Cost</i>	\$39,484.04
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # 57664	Asset # 98960				
Item: FIREWALL		CHECKPOINT	PL-40		
Serial # 1920BA5434		<i>Date Rec'd.</i> 8/19/2019		<i>Cost</i>	\$39,484.05
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # 58686	Asset # 99498				
Item: DEFIBRILLATOR		PHILIPS	MRX 3536A		
Serial # US00593862		<i>Date Rec'd.</i> 12/29/2019		<i>Cost</i>	\$7,250.00
Reason for Request: DONATE TO NON-PROFIT ORGANIZATION OR OTHER GOVT AGENCY					
Property # 57727	Asset # 99511				
Item: COMPUTER, LAPTOP		DELL	5420 RUGGED		
Serial # 88NMTG2		<i>Date Rec'd.</i> 2/2/2020		<i>Cost</i>	\$2,827.10
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # DEFIBRILLATOR	Asset # NOF				
Item:		PHILIPS	MRX		
Serial # US00597535		<i>Date Rec'd.</i>		<i>Cost</i>	
Reason for Request: DONATE TO NON-PROFIT ORGANIZATION OR OTHER GOVT AGENCY					
Property # DEFIBRILLATOR	Asset # NOF				
Item:		PHILLIPS	MRX		
Serial # US00214882		<i>Date Rec'd.</i>		<i>Cost</i>	
Reason for Request: DONATE TO NON-PROFIT ORGANIZATION OR OTHER GOVT AGENCY					
(101 detail records)					\$5,658,586.31



Polk County
Board of County Commissioners

Agenda Item R.2.

5/20/2025

SUBJECT

Proposed Fiscal Year 2025/2026 budgets for Astonia, Auburn Lakes, Bradbury, Champion's Reserve, Crosswinds West, Eagle Hammock, East 547 and Eden Hills Community Development Districts.

DESCRIPTION

These proposed fiscal year budgets must be filed with the local governing authority. Copies are on file in the Clerk's Department of Comptroller to the Board.

RECOMMENDATION

Accept Proposed Budgets.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Erin Valle

erinvalle@polk-county.net



Polk County
Board of County Commissioners

Agenda Item R.3.

5/20/2025

SUBJECT

SET HEARING: (LDCPAL-2024-19 Minute Maid Rd Ramp 1 CPA) to consider the adoption of a Large-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 3.2+/- acres of a total 13.47+/- acres from Residential High (RHX) to Tourism Commercial Center (TCCX) in the Transit Supportive Development Area (TSDA). The suggested transmittal hearing date is June 3, 2025, at 9:15 a.m. and the adoption hearing date is August 5, 2025, at 9:15 a.m.

DESCRIPTION

This is an applicant-initiated request for property south of Interstate 4, west of US Highway 27, north of Holly Hill Grove Road 3, east of FDC Grove Road, and east of Haines City, in Section 19, Township 26, Range. State law requires one Planning Commission hearing, which was held April 2, 2025, with a recommendation of approval by a 7:0 vote.

RECOMMENDATION

Request Board set the transmittal hearing date for June 3, 2025, at 9:15 a.m. and the adoption hearing date for August 5, 2025, at 9:15 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.4.

5/20/2025

SUBJECT

Conditional Approval of Bimini Bay Phase 1 Tract K Replat Plat. (No fiscal impact)

DESCRIPTION

This is a request to plat 52 residential lots on 7.19± acres.

RECOMMENDATION

Request Board approve Bimini Bay Phase 1 Tract K Replat Plat for Conditional Approval.

FISCAL IMPACT

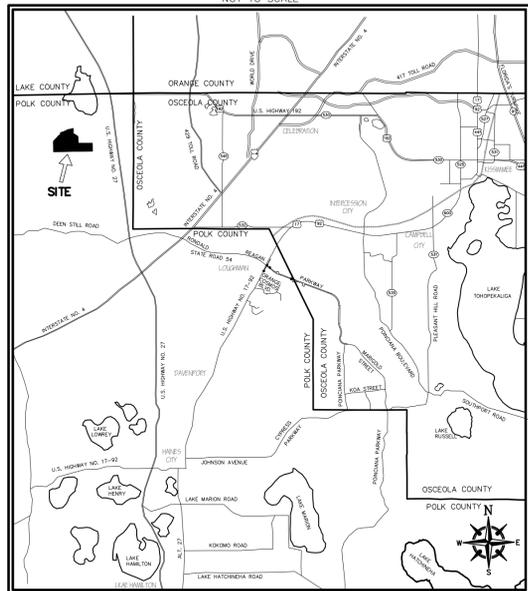
No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons
Land Development
863-534-6493
chrissyirons@polk-county.net <mailto:chrissyirons@polk-county.net>

VICINITY MAP

NOT TO SCALE



BIMINI BAY – PHASE I, TRACT K REPLAT

SHEET 1 OF 2

PLAT BOOK

PAGE

A REPLAT OF TRACT K, BIMINI BAY – PHASE I PLAT BOOK 127, PAGES 34 THROUGH 37 SECTION 2, TOWNSHIP 25 SOUTH, RANGE 26 EAST POLK COUNTY, FLORIDA

LEGAL DESCRIPTION:

TRACT K, BIMINI BAY – PHASE I, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127 PAGES 34 THROUGH 37, PUBLIC RECORDS OF POLK COUNTY, FLORIDA

CONTAINING 7.19 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

- 1. ELEVATIONS SHOWN HEREON ARE BASED ON N.A.V.D. 1988 DATUM. REFERENCE BENCHMARK IS FLORIDA DEPARTMENT OF TRANSPORTATION BENCHMARK #110273, ELEVATION = 124.52 FEET.
2. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE. (NAD 83, 2007 ADJUSTMENT) AS DETERMINED FROM GLOBAL POSITIONING SYSTEM (GPS). REFERENCE BEARING BEING THE SOUTH LINE OF SECTION 2, TOWNSHIP 25 SOUTH, RANGE 26 EAST, AS S89°32'25"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 THE FLOOD INSURANCE RATE MAP NO. 12105C0200 G DATED DECEMBER 22, 2016, THE LAND AND THE IMPROVEMENTS AS SHOWN HEREON ARE NOT WITHIN A 100-YEAR FLOOD HAZARD ZONE. THE LAND IS IN ZONE "X".
6. PER F.S.S. 177.019(28), 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.
7. ALL LOT LINES ALONG CURVES SHOWN HEREON ARE RADIAL UNLESS NOTED AS NON-RADIAL (NR).
8. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
9. LOTS WITHIN THIS COMMUNITY ARE INTENDED TO BE FOR SHORT TERM RENTALS.
10. LOT AND TRACT CORNERS DEPICTED THEREON WILL BE SET IN ACCORDANCE WITH CHAPTER 177.091(9), FLORIDA STATUTES.
11. TRACTS 1, 2, AND 3, AND RW-1 ARE SUBJECT TO A BLANKET UTILITY EASEMENT.
12. THIS PLAT IS SUBJECT TO AND/OR BENEFITED BY THE FOLLOWING MATTERS OF RECORD, EASEMENTS WHICH CAN BE GRAPHICALLY DEPICTED ARE SHOWN HEREON.
• Distribution Easement in favor of Florida Power recorded April 3, 2003, in Official Records Book 5313, Page 1259, Public Records of Polk County, Florida.
• Plat of BIMINI BAY – PHASE 1 recorded in Plat Book 127, Page 34–37, Public Records of Polk County, Florida.
• Recreation Area Access Easement recorded September 30, 2008, in Official Records Book 7728, Page 2107, Public Records of Polk County, Florida.
• Access, Utility, Drainage and Signage Easement Agreement recorded April 3, 2024, in Official Records Book 13063, Page 165, Public Records of Polk County, Florida.
• Amended and Restated Declaration of Covenants and Restrictions for Island Club Resort recorded in Official Records Book 12761, Page 1152; together with Certificate of Amendment recorded October 17, 2023, in Official Records Book 12876, Page 1673, Public Records of Polk County, Florida.
• Right of Entry and Hold Harmless Agreement for Debris Removal recorded July 3, 2024, in Official Records Book 13176, Page 501, Public Records of Polk County, Florida.

LEGEND

- CHD. CHORD IDENTIFICATION
ID. LICENSED BUSINESS
L.B. NORTH AMERICAN DATUM
NAD NORTH AMERICAN VERTICAL DATUM
NAVD OFFICIAL RECORDS
O.R. POINT OF CURVATURE
P.C. PERMANENT CONTROL POINT
PCP POINT OF INTERSECTION
P.I. PERMANENT REFERENCE MONUMENT
PRM POINT OF TANGENCY
P.T. RIGHT OF WAY
R.O.W. UTILITY EASEMENT
U.E.

- DENOTES 4"x4" CONCRETE MONUMENT "PRM L.B. 966"
○ DENOTES 1/2" IRON ROD W/CAP "L.B. 966"
⊙ DENOTES NAIL AND DISK "L.B. 966 P.C.P."
□ DENOTES 4"x4" CONCRETE MONUMENT AS NOTED (PRM)

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.



900 Cross Prairie Parkway
Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140
L.B. #966

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: Land Development Division Director Date:

COUNTY COMMISSIONERS CONDITIONAL APPROVAL:

STATE OF FLORIDA COUNTY OF POLK

This plat is conditionally approved this ___ day of ___, A.D. 2025 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: Chairperson Attest: Clerk

COUNTY COMMISSIONERS APPROVAL: STATE OF FLORIDA COUNTY OF POLK

This plat has received final approval this ___ day of ___, A.D. 2025 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

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



POLK COUNTY ENGINEER APPROVAL: STATE OF FLORIDA COUNTY OF POLK

This plat is hereby approved by the Polk County Engineer.

By: County Engineer Date:

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. 2025.

By: Stacy M. Butterfield, Clerk of the Circuit Court



Polk County
Board of County Commissioners

Agenda Item R.5.

5/20/2025

SUBJECT

Conditional Approval of Galloway Estates Plat. (No Fiscal Impact)

DESCRIPTION

This is a request to plat 7 residential lots on 2.16± acres.

RECOMMENDATION

Request Board approve Galloway Estates Plat for Conditional Approval.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons
Land Development
863-534-6493
chrissyirons@polk-county.net <mailto:chrissyirons@polk-county.net>

GALLOWAY ESTATES

A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 27 SOUTH, RANGE 23 EAST, POLK COUNTY, STATE OF FLORIDA

LEGAL DESCRIPTION

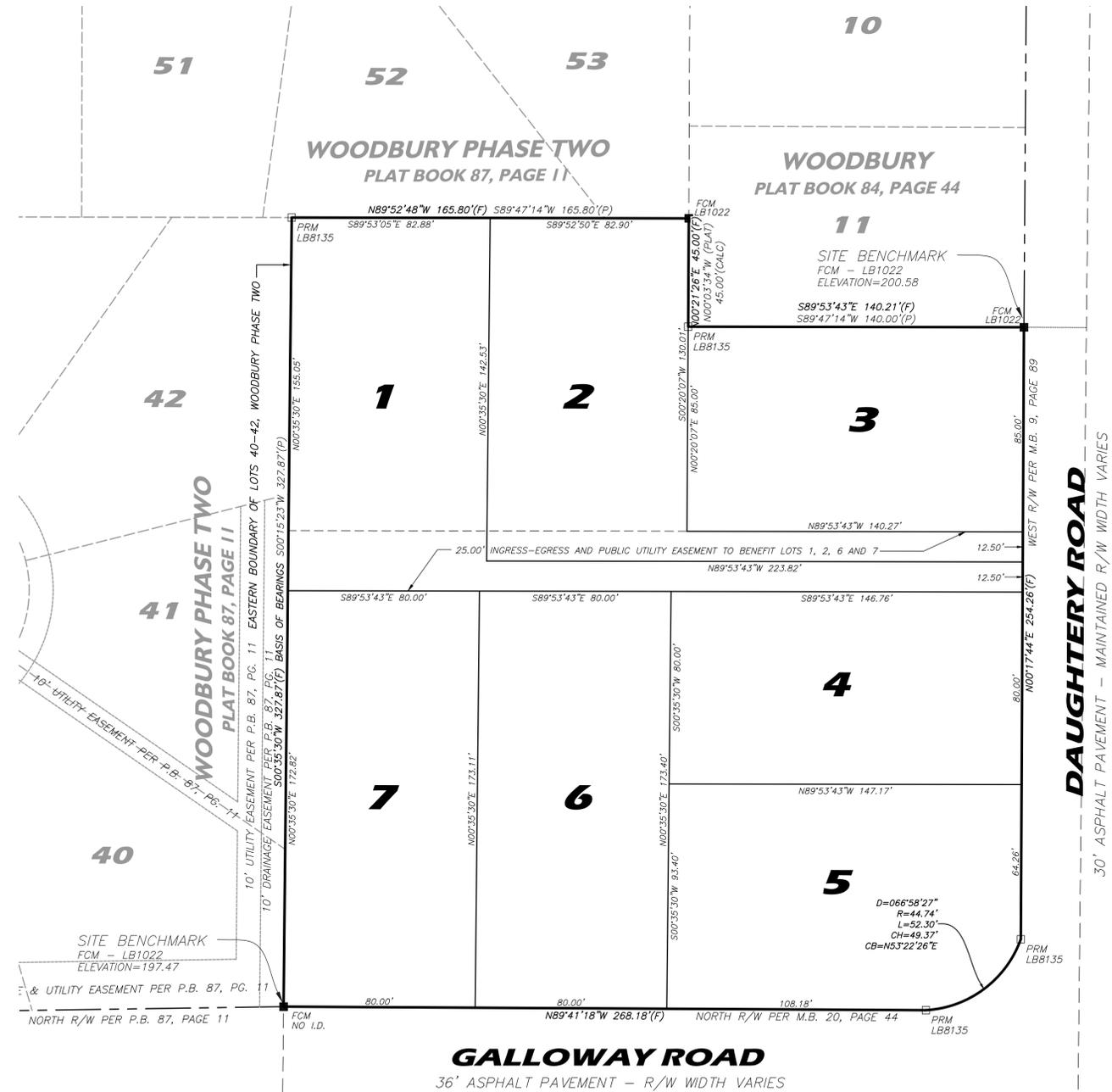
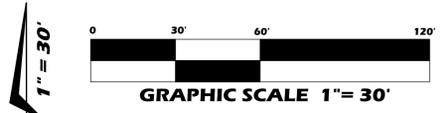
NE 1/4 OF SE 1/4 OF SECTION 22, TOWNSHIP 27 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA, LESS MAINTAINED RIGHT-OF-WAY AND LESS WOODBURY, AS RECORDED IN PLAT BOOK 84, PAGE 44, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND LESS WOODBURY PHASE TWO, AS RECORDED IN PLAT BOOK 87, PAGE 11, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND LESS WOODBURY PHASE TWO ADDITION, AS RECORDED IN PLAT BOOK 91, PAGE 26, PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND LESS ADDITIONAL RIGHT-OF-WAY AS RECORDED IN MAP BOOK 20, PAGE 44 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

NOTES AND LEGEND

- PCP - PERMANENT CONTROL POINT - SET PK NAIL & DISK
PRM - PERMANENT REFERENCE MONUMENT - SET 4"x4" CONCRETE MONUMENT OR 1" IRON PIPE AND CAP "PRM LB-8135"
FCM - FOUND CONCRETE MONUMENT AS NOTED
FIR - FOUND IRON ROD AS NOTED
FIP - FOUND IRON PIPE AS NOTED
RRS - FOUND RAILROAD SPIKE AS NOTED
R/W = RIGHT-OF-WAY
CONC. = CONCRETE
(D/A) = CENTRAL ANGLE (DELTA)
R = RADIUS
L = ARC LENGTH
T = TANGENT LENGTH
CH = CHORD DISTANCE
CB = CHORD BEARING
± = MORE OR LESS / PLUS OR MINUS
N&D = NAIL AND DISK
PG = PAGE
PCS = PAGES
PK = PARKER-KALON NAIL OR "MAG-NAIL"
FEMA = FEDERAL EMERGENCY MANAGEMENT AGENCY
(F) = INFORMATION AS MEASURED BETWEEN FIELD MONUMENTATION
(L) = INFORMATION PER LEGAL DESCRIPTION
(CALC) = INFORMATION CALCULATED FROM FIELD MEASUREMENTS
F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION

SURVEYOR'S NOTES:

- 1. BEARINGS BASED ON THE EASTERN BOUNDARY OF LOTS 40-42, WOODBURY PHASE TWO HAVING A "GEODETIC GRID" BEARING OF SOUTH 00°35'30" WEST BETWEEN FIELD MONUMENTATION.
2. UNLESS OTHERWISE NOTED A 5/8" IRON ROD AND CAP "LB-8135" 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 UNDER MY DIRECTION AND SUPERVISION IN COMPLIANCE WITH CHAPTER 177, FLORIDA STATUTES.
4. P.C.P.'S SET IN AN IMPERVIOUS SURFACE ARE A NAIL & DISK "LB-8135" - UNLESS OTHERWISE NOTED.
5. LANDS IN THE VICINITY OF THE DRAINAGE/RETENTION AREAS AND SWALES MAY BE SUBJECT TO TEMPORARY STANDING WATER WHEN CONDITIONS DECREASE THE RATE OF PERCOLATION AND DRAINAGE RUNOFF.
6. PROPERTY OWNERS ARE RESPONSIBLE FOR MAINTENANCE OF VEGETATION (MOWING) IN THE RETENTION AREAS AND DRAINAGE SWALES LYING WITHIN THEIR RESPECTIVE LOT AND THE DESIGN IS TO BE LEFT UNCHANGED.
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. THE PLATTED LANDS ARE LOCATED IN FLOOD ZONE "X" ACCORDING TO FLOOD INSURANCE RATE MAP FOR POLK COUNTY, COMMUNITY PANEL NUMBER 121050001 G, EFFECTIVE DATE OF 12/22/2016.
9. COORDINATES SHOWN HEREON, IF ANY, AND BEARINGS DEPICTED HEREON ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM WEST ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 2011, THE COORDINATES, IF ANY, WERE DERIVED BY GPS RTK METHODOLOGY USING THE L-NET GPS NETWORK ESTABLISHED AND MAINTAINED BY LENZEMANN CORPORATION.
10. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 AND WAS DERIVED BY GPS RTK METHODOLOGY USING THE L-NET GPS NETWORK ESTABLISHED AND MAINTAINED BY LENZEMANN CORPORATION. FIELD DATA WAS CROSS-CHECKED TO POLK COUNTY BENCHMARK "BM026" BEING A 4x4 CONCRETE MONUMENT IN THE NORTH RIGHT-OF-WAY OF GALLOWAY ROAD APPROXIMATELY 500 FEET WEST OF THE SURVEYED PROPERTY. THE PUBLISHED ELEVATION FOR THIS BENCHMARK IS ELEVATION 197.52, NORTH AMERICAN VERTICAL DATUM OF 1988.
11. THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS MAKE REFERENCE TO EASEMENTS AND/OR POTENTIAL EASEMENTS THAT ARE NOT SHOWN ON THIS PLAT. THE DECLARATIONS, COVENANTS AND CONDITIONS WILL BE RECORDED IN THE PUBLIC RECORDS OF THIS COUNTY AS PART OF THE PLAT PROCESS AND SHOULD BE REVIEWED FOR INFORMATION ON THESE ADDITIONAL EASEMENTS.



APPROVAL: REVIEWED FOR CONFORMITY

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 1, FLORIDA STATUTES, RELATING TO THE MAKING OF MAPS AND PLATS.

RICHARD M. "MIKE" BENTON, PSM DATE: COUNTY SURVEYOR FLORIDA REGISTRATION No. LS 6447

APPROVAL: COUNTY ENGINEER

STATE OF FLORIDA, COUNTY OF POLK. THIS PLAT IS HEREBY APPROVED BY THE POLK COUNTY ENGINEER.

APPROVAL: LAND DEVELOPMENT DIVISION

STATE OF FLORIDA, COUNTY OF POLK. THIS PLAT IS HEREBY APPROVED BY THE POLK COUNTY LAND DEVELOPMENT DIVISION.

COUNTY COMMISSIONERS' CONDITIONAL APPROVAL:

STATE OF FLORIDA, COUNTY OF POLK. THIS PLAT IS CONDITIONALLY APPROVED THIS DAY OF A.D. 2025 IN AN OPEN MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA. THIS PLAT WILL NOT RECEIVE FINAL APPROVAL, NOR CAN IT BE RECORDED UNTIL ALL CONDITIONS HAVE BEEN SATISFIED. BOARD OF COUNTY COMMISSIONERS

BY: CHAIRMAN ATTEST: CLERK

COUNTY COMMISSIONERS' APPROVAL:

STATE OF FLORIDA, COUNTY OF POLK. THIS PLAT HAS RECEIVED FINAL APPROVAL THIS DAY OF A.D. 2025 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

BY: CHAIRMAN ATTEST: CLERK

CERTIFICATION:

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 2025.

CLERK OF THE CIRCUIT COURT

DEDICATION:

STATE OF FLORIDA, COUNTY OF POLK. KNOW ALL MEN BY THESE PRESENTS THAT CHUCK WARNOCK AND CARL C. WARNOCK, Jr., EACH AS TO AN UNDIVIDED 1/2 INTEREST AS TENANTS IN COMMON, OWNERS OF THE LANDS SHOWN HEREON HAS CAUSED THIS PLAT OF "GALLOWAY ESTATES" TO BE MADE AND HEREBY DEDICATES TO THE FUTURE PROPERTY OWNERS OF LOTS 1, 2, 6 AND 7, FOREVER, THE 25.00' INGRESS-EGRESS AND PUBLIC UTILITY EASEMENT SHOWN HEREON FOR THE PURPOSES INDICATED TOGETHER WITH THE MAINTENANCE RESPONSIBILITY FOR ANY FUTURE DRIVEWAYS CONSTRUCTED THEREIN; AND HEREBY DEDICATES TO THE PROVIDERS OF PUBLIC UTILITIES FOREVER A PERPETUAL EASEMENT OVER, UNDER AND ACROSS THE AFORESAID 25.00' INGRESS-EGRESS AND PUBLIC UTILITY EASEMENT FOR THE PURPOSE OF INSTALLING, MAINTAINING AND OPERATING ANY UTILITIES INSTALLED THEREIN.

WITNESS TO BOTH PRINTED NAME: BY: CHUCK WARNOCK, OWNER

WITNESS TO BOTH PRINTED NAME: BY: CARL C. WARNOCK, JR., OWNER

ACKNOWLEDGMENT:

STATE OF FLORIDA, COUNTY OF POLK. THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF PHYSICAL PRESENCE OR ONLINE NOTARIZATION, THIS DAY OF 2025, BY CHUCK WARNOCK, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED AS IDENTIFICATION.

(AFFIX NOTARY SEAL) NOTARY PUBLIC PRINTED NAME: MY COMMISSION EXPIRES:

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF PHYSICAL PRESENCE OR ONLINE NOTARIZATION, THIS DAY OF 2025, BY CARL C. WARNOCK, JR., WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED AS IDENTIFICATION.

(AFFIX NOTARY SEAL) NOTARY PUBLIC PRINTED NAME: MY COMMISSION EXPIRES:

SURVEYOR'S STATEMENT:

STATE OF FLORIDA, COUNTY OF POLK. I HEREBY CERTIFY THAT THIS PLAT OF "GALLOWAY ESTATES" IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS AS SURVEYED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT THIS PLAT COMPLIES WITH ALL SURVEY REQUIREMENTS OF PART 1 OF CHAPTER 177 OF THE FLORIDA STATUTES. ALL LOT SIZES AND LOT DIMENSIONS ARE CORRECTLY SHOWN HEREON. ALL NECESSARY PERMANENT REFERENCE MONUMENTS HAVE BEEN SET AND PERMANENT CONTROL POINTS REQUIRED BY PART 1 OF CHAPTER 177 OF THE FLORIDA STATUTES WILL BE SET AND ARE CORRECTLY SHOWN HEREON.



KENNETH W. THOMPSON DATE: PROFESSIONAL SURVEYOR AND MAPPER REGISTRATION NO. 4080



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KENNETH W. THOMPSON, P.S.M. AS EVIDENCED BY HIS SIGNATURE AFFIXED HERETO. 6700 South Florida Avenue, Suite 4, Lakeland, Florida 33813 (863) 712-2110 - kthompson@platinumsurveying.com

STATE OF FLORIDA AUTHORIZATION FOR: SURVEYING AND MAPPING BUSINESS - LB 8135 KENNETH W. THOMPSON REGISTRATION NO. 4080

STATE ACTIVE WARNOCK - GIB GALLOWAY W WARNOCK GALLOWAY ESTATES PLAT.dwg, 4/16/2025 2:43 PM, Ken Thompson

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 SUPERPLANTED 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.



Polk County
Board of County Commissioners

Agenda Item R.6.

5/20/2025

SUBJECT

Conditional Approval of Parker Estates Plat. (No Fiscal Impact)

DESCRIPTION

This is a request to plat 25 residential lots on 9.91± acres.

RECOMMENDATION

Request Board approve Parker Estates Plat for Conditional Approval.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Rita Karacson
Land Development
863-534-6794
ritakaracson@polk-county.net <mailto:ritakaracson@polk-county.net>

NOTES AND LEGEND

- PCP - PERMANENT CONTROL POINT - SET PK NAIL & DISK
PRM - PERMANENT REFERENCE MONUMENT - SET 4"x4" CONCRETE MONUMENT OR 1" IRON PIPE AND CAP "PRM LB-8135"
FCM - FOUND CONCRETE MONUMENT AS NOTED
FIR - FOUND IRON ROD AS NOTED
FIP - FOUND IRON PIPE AS NOTED
RRS - FOUND RAILROAD SPIKE AS NOTED
R/W = RIGHT-OF-WAY
CONC. = CONCRETE
D/A = CENTRAL ANGLE (DELTA)
R = RADIUS
L = ARC LENGTH
T = TANGENT LENGTH
CH = CHORD DISTANCE
CB = CHORD BEARING
± = MORE OR LESS / PLUS OR MINUS
N&D = NAIL AND DISK
PG = PAGE
PCS = PAGES
PK = PARKER-KALON NAIL OR "MAG-NAIL"
FEMA = FEDERAL EMERGENCY MANAGEMENT AGENCY
(F) = INFORMATION AS MEASURED BETWEEN FIELD MONUMENTATION
(L) = INFORMATION PER LEGAL DESCRIPTION
(CALC) = INFORMATION CALCULATED FROM FIELD MEASUREMENTS
F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION

SURVEYOR'S NOTES:

- 1. BEARINGS BASED ON THE NORTH BOUNDARY OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 29 SOUTH, RANGE 23 EAST HAVING A "GRID" BEARING OF NORTH 89°36'47" EAST BETWEEN FIELD MONUMENTATION.
2. UNLESS OTHERWISE NOTED A 5/8" IRON ROD AND CAP "LB-8135" 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 UNDER MY DIRECTION AND SUPERVISION IN COMPLIANCE WITH CHAPTER 177, FLORIDA STATUTES.
4. P.C.P.'S SET IN AN IMPERVIOUS SURFACE ARE A PK-NAIL AND DISC "LB-8135" - UNLESS OTHERWISE NOTED.
5. LANDS IN THE VICINITY OF THE DRAINAGE/RETENTION AREAS AND SWALES MAY BE SUBJECT TO TEMPORARY STANDING WATER WHEN CONDITIONS DECREASE THE RATE OF PERCOLATION AND DRAINAGE RUNOFF.
6. PROPERTY OWNERS ARE RESPONSIBLE FOR MAINTENANCE OF VEGETATION (MOWING) IN THE RETENTION AREAS AND DRAINAGE SWALES LYING WITHIN THEIR RESPECTIVE LOT AND THE DESIGN IS TO BE LEFT UNCHANGED.
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. THE PLATTED LANDS ARE LOCATED FLOOD ZONE "X" ACCORDING TO FLOOD INSURANCE RATE MAP FOR POLK COUNTY; COMMUNITY PANEL NUMBER 12105C0480 G, EFFECTIVE DATE OF 12/22/2016.
9. COORDINATES, IF ANY, AND BEARINGS DEPICTED HEREON ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 2011. THE COORDINATES, IF ANY, WERE DERIVED BY GPS RIK METHODOLOGY USING THE L-NET GPS NETWORK ESTABLISHED AND MAINTAINED BY LENDEMANN CORPORATION.
10. ELEVATIONS DEPICTED HEREON ARE REFERENCED TO NATIONAL GEODETIC SURVEY CONTROL POINT "GPS 1393" (PID AF7375), BEING A STANDARD ALUMINUM DISK STAMPED "CITY OF LAKELAND 1988 - GPS 1393" SET IN AN IRREGULAR MASS OF CONCRETE IN THE NORTH RIGHT-OF-WAY OF FITZGERALD ROAD APPROXIMATELY 0.2 MILES EAST OF STATE ROAD 37. THE PUBLISHED ELEVATION FOR THIS BENCHMARK IS ELEVATION 190.32, NORTH AMERICAN VERTICAL DATUM OF 1988

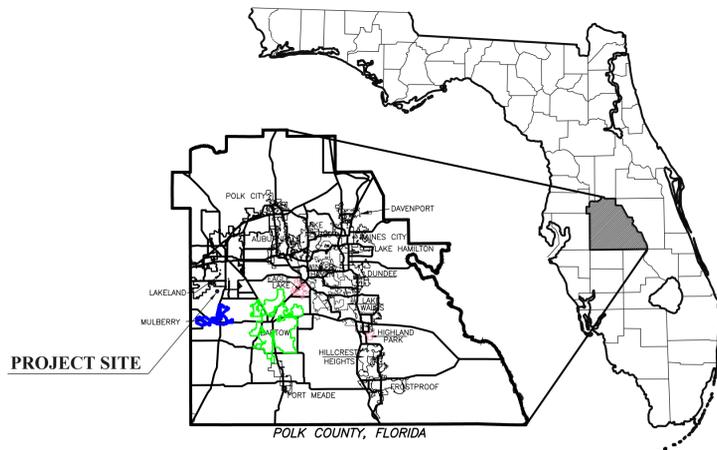
PARKER ESTATES

A PLAT OF A PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 29 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA

LEGAL DESCRIPTION

THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 29 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA, LESS MAINTAINED RIGHT-OF-WAY AND LESS AND EXCEPT THAT CERTAIN ADDITIONAL RIGHT-OF-WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK _____ PAGE _____.

THIS IS A PUBLIC ROAD SUBDIVISION



VICINITY MAP NOT TO SCALE

PLAT BOOK PAGE SHEET 1 OF 2

APPROVAL: REVIEWED FOR CONFORMITY

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 1, FLORIDA STATUTES, RELATING TO THE MAKING OF MAPS AND PLATS.

RICHARD M. "MIKE" BENTON, PSM COUNTY SURVEYOR FLORIDA REGISTRATION No. LS 6447

APPROVAL: COUNTY ENGINEER

STATE OF FLORIDA, COUNTY OF POLK. THIS PLAT IS HEREBY APPROVED BY THE POLK COUNTY ENGINEER.

APPROVAL: LAND DEVELOPMENT DIVISION

STATE OF FLORIDA, COUNTY OF POLK. THIS PLAT IS HEREBY APPROVED BY THE POLK COUNTY LAND DEVELOPMENT DIVISION.

COUNTY COMMISSIONERS' CONDITIONAL APPROVAL:

STATE OF FLORIDA, COUNTY OF POLK. THIS PLAT IS CONDITIONALLY APPROVED THIS _____ DAY OF _____, A.D. 2025 IN AN OPEN MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA. THIS PLAT WILL NOT RECEIVE FINAL APPROVAL, NOR CAN IT BE RECORDED UNTIL ALL CONDITIONS HAVE BEEN SATISFIED.

BY: CHAIRMAN ATTEST: CLERK

COUNTY COMMISSIONERS' APPROVAL:

STATE OF FLORIDA, COUNTY OF POLK. THIS PLAT HAS RECEIVED FINAL APPROVAL THIS _____ DAY OF _____, A.D. 2025 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.

BY: CHAIRMAN ATTEST: CLERK

CERTIFICATION:

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 _____, 2025.

CLERK OF THE CIRCUIT COURT

DEDICATION:

STATE OF FLORIDA, COUNTY OF POLK. KNOW ALL MEN BY THESE PRESENTS THAT CMTG REAL ESTATE ENTERPRISES, INC., A FLORIDA CORPORATION, OWNER OF THE LANDS SHOWN HEREON HAS CAUSED THIS PLAT OF "PARKER ESTATES" TO BE MADE AND HEREBY DEDICATES TO THE POLK COUNTY, ITS SUCCESSORS AND ASSIGNS FOREVER THE PUBLIC DRAINAGE EASEMENTS AND THE ROAD RIGHTS-OF-WAY SHOWN HEREON; AND HEREBY DEDICATES TO THE _____ HOMEOWNERS ASSOCIATION, INC., A FLORIDA CORPORATION NOT-FOR-PROFIT FOREVER, TRACTS "A" AND "B" FOR THE PURPOSES INDICATED TOGETHER WITH THE MAINTENANCE RESPONSIBILITY OF SAID TRACTS, OPEN SPACES AND RETENTION AREAS CONTAINED WITHIN THE SUBDIVISION; AND HEREBY DEDICATES TO THE PROVIDERS OF PUBLIC UTILITIES FOREVER ALL PUBLIC UTILITY EASEMENTS AS SHOWN ON THIS PLAT FOR THE PURPOSES INDICATED.

WITNESS PRINTED NAME: By: OF CMTG REAL ESTATE ENTERPRISES, INC., A FLORIDA CORPORATION

ACKNOWLEDGMENT:

STATE OF FLORIDA, COUNTY OF POLK. THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF _____ PHYSICAL PRESENCE OR _____ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2025, BY _____ AS _____ OF CMTG REAL ESTATE ENTERPRISES, INC., A FLORIDA CORPORATION, ON BEHALF OF THE COMPANY, WHO _____ IS PERSONALLY KNOWN TO ME OR _____ HAS PRODUCED _____ AS IDENTIFICATION.

SURVEYOR'S STATEMENT:

STATE OF FLORIDA, COUNTY OF POLK. I HEREBY CERTIFY THAT THIS PLAT OF "PARKER ESTATES" IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS AS SURVEYED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT THIS PLAT COMPLIES WITH ALL SURVEY REQUIREMENTS OF PART 1 OF CHAPTER 177 OF THE FLORIDA STATUTES. ALL LOT SIZES AND LOT DIMENSIONS ARE CORRECTLY SHOWN HEREON. ALL NECESSARY PERMANENT REFERENCE MONUMENTS HAVE BEEN SET AND PERMANENT CONTROL POINTS REQUIRED BY PART 1 OF CHAPTER 177 OF THE FLORIDA STATUTES WILL BE SET AND ARE CORRECTLY SHOWN HEREON.



KENNETH W. THOMPSON PROFESSIONAL SURVEYOR AND MAPPER REGISTRATION NO. 4080



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KENNETH W. THOMPSON, P.S.M. AS EVIDENCED BY HIS SIGNATURE AFFIXED HERETO.

6700 South Florida Avenue, Suite 4, Lakeland, Florida 33813 (863) 712-2110 - kthompson@platinumsurveying.com STATE OF FLORIDA AUTHORIZATION FOR: SURVEYING AND MAPPING BUSINESS - LB 8135 KENNETH W. THOMPSON REGISTRATION NO. 4080

S:\ACTIVE\CMTG - PARKER ESTATES PLAT\PARKER ESTATES-PLAT-03-18-2025.dwg, 2/25/2025 10:12 AM, Ken Thompson

NOTICE:

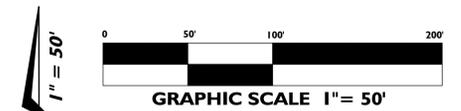
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTES AND LEGEND

- PCP - PERMANENT CONTROL POINT - SET PK NAIL & DISK
- PCP LB-8135 - UNLESS OTHERWISE NOTED
- PRM - PERMANENT REFERENCE MONUMENT - SET 4"x4" CONCRETE MONUMENT OR 1" IRON PIPE AND CAP "PRM LB-8135"
- FCM - FOUND CONCRETE MONUMENT AS NOTED
- FIR - FOUND IRON ROD AS NOTED
- FIP - FOUND IRON PIPE AS NOTED
- ▲ RRS - FOUND RAILROAD SPIKE AS NOTED
- ⑫ = CURVE - SEE CURVE DATA
- & = AND
- (RAD) = RADIAL
- (NR) = NON-RADIAL
- NO./# = NUMBER
- I.D. = IDENTIFICATION
- O.R. = OFFICIAL RECORDS
- PB = PLAT BOOK
- PG = PAGE
- PCS = PAGES
- PK = PARKER-KALON NAIL OR "MAG-NAIL"
- FEMA = FEDERAL EMERGENCY MANAGEMENT AGENCY
- (F) = INFORMATION AS MEASURED BETWEEN FIELD MONUMENTATION
- (L) = INFORMATION PER LEGAL DESCRIPTION
- (CALC) = INFORMATION CALCULATED FROM FIELD MEASUREMENTS
- F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
- R/W = RIGHT-OF-WAY
- CONC. = CONCRETE
- (DA) = CENTRAL ANGLE (DELTA)
- R = RADIUS
- L = ARC LENGTH
- T = TANGENT LENGTH
- CH = CHORD DISTANCE
- CB = CHORD BEARING
- ± = MORE OR LESS / PLUS OR MINUS
- N&D = NAIL AND DISK

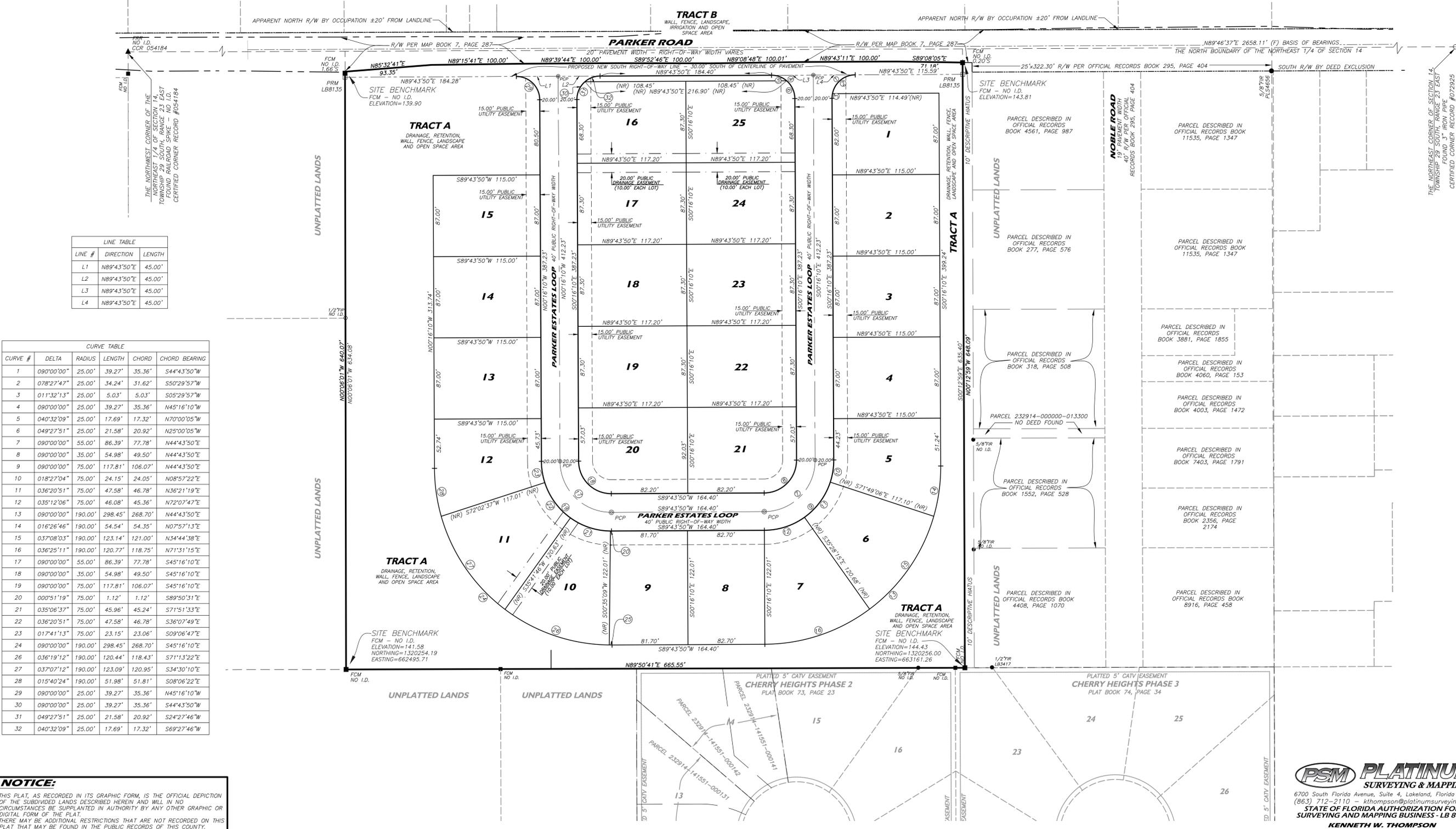
PARKER ESTATES

A PLAT OF A PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 29 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA



SURVEYOR'S NOTES:

- BEARINGS BASED ON THE NORTH BOUNDARY OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 29 SOUTH, RANGE 23 EAST HAVING A "GRID" BEARING OF NORTH 89°36'47" EAST BETWEEN FIELD MONUMENTATION.
- UNLESS OTHERWISE NOTED A 5/8" IRON ROD AND CAP "LB-8135" 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.
- THIS PLAT IS BASED ON A RECENT SURVEY MADE UNDER MY DIRECTION AND SUPERVISION IN COMPLIANCE WITH CHAPTER 177, FLORIDA STATUTES.
- P.C.P.'S SET IN AN IMPERVIOUS SURFACE ARE A PK-NAIL AND DISK "LB-8135" - UNLESS OTHERWISE NOTED.
- LANDS IN THE VICINITY OF THE DRAINAGE/RETENTION AREAS AND SWALES MAY BE SUBJECT TO TEMPORARY STANDING WATER WHEN CONDITIONS DECREASE THE RATE OF PERCOLATION AND DRAINAGE RUNOFF.
- PROPERTY OWNERS ARE RESPONSIBLE FOR MAINTENANCE OF VEGETATION (MOWING) IN THE RETENTION AREAS AND DRAINAGE SWALES LYING WITHIN THEIR RESPECTIVE LOT AND THE DESIGN IS TO BE LEFT UNCHANGED.
- 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).
- THE PLATTED LANDS ARE LOCATED FLOOD ZONE "X" ACCORDING TO FLOOD INSURANCE RATE MAP FOR POLK COUNTY; COMMUNITY PANEL NUMBER 12105C0480 G, EFFECTIVE DATE OF 12/22/2016.
- COORDINATES, IF ANY, AND BEARINGS DEPICTED HEREON ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 2011. THE COORDINATES, IF ANY, WERE DERIVED BY GPS RTK METHODOLOGY USING THE L-NET GPS NETWORK ESTABLISHED AND MAINTAINED BY LENGEMANN CORPORATION.
- ELEVATIONS DEPICTED HEREON ARE REFERENCED TO NATIONAL GEODETIC SURVEY CONTROL POINT "GPS 1393" (PID AF7375), BEING A STANDARD ALUMINUM DISK STAMPED "CITY OF LAKELAND 1988 - GPS 1393" SET IN AN IRREGULAR MASS OF CONCRETE IN THE NORTH RIGHT-OF-WAY OF FITZGERALD ROAD APPROXIMATELY 0.2 MILES EAST OF STATE ROAD 37. THE PUBLISHED ELEVATION FOR THIS BENCHMARK IS ELEVATION 190.32, NORTH AMERICAN VERTICAL DATUM OF 1988.



LINE TABLE

LINE #	DIRECTION	LENGTH
L1	N89°43'50"E	45.00'
L2	N89°43'50"E	45.00'
L3	N89°43'50"E	45.00'
L4	N89°43'50"E	45.00'

CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
1	090°00'00"	25.00'	39.27'	35.36'	S44°43'50"W
2	078°27'47"	25.00'	34.24'	31.62'	S50°29'57"W
3	011°32'13"	25.00'	5.03'	5.03'	S05°29'57"W
4	090°00'00"	25.00'	39.27'	35.36'	N45°16'10"W
5	040°32'09"	25.00'	17.69'	17.32'	N70°00'05"W
6	049°27'51"	25.00'	21.58'	20.92'	N25°00'05"W
7	090°00'00"	55.00'	86.39'	77.78'	N44°43'50"E
8	090°00'00"	35.00'	54.98'	49.50'	N44°43'50"E
9	090°00'00"	75.00'	117.81'	106.07'	N44°43'50"E
10	018°27'04"	75.00'	24.15'	24.05'	N08°57'22"E
11	036°20'51"	75.00'	47.58'	46.78'	N36°21'19"E
12	035°12'06"	75.00'	46.08'	45.36'	N72°07'47"E
13	090°00'00"	190.00'	298.45'	268.70'	N44°43'50"E
14	016°26'46"	190.00'	54.54'	54.35'	N07°57'13"E
15	037°08'03"	190.00'	123.14'	121.00'	N34°44'38"E
16	036°25'11"	190.00'	120.77'	118.75'	N71°31'15"E
17	090°00'00"	55.00'	86.39'	77.78'	S45°16'10"E
18	090°00'00"	35.00'	54.98'	49.50'	S45°16'10"E
19	090°00'00"	75.00'	117.81'	106.07'	S45°16'10"E
20	000°51'19"	75.00'	1.12'	1.12'	S89°50'31"E
21	035°06'37"	75.00'	45.96'	45.24'	S71°51'33"E
22	036°20'51"	75.00'	47.58'	46.78'	S36°07'49"E
23	017°41'13"	75.00'	23.15'	23.06'	S09°06'47"E
24	090°00'00"	190.00'	298.45'	268.70'	S45°16'10"E
26	036°19'12"	190.00'	120.44'	118.43'	S71°13'22"E
27	037°07'12"	190.00'	123.09'	120.95'	S34°30'10"E
28	015°40'24"	190.00'	51.98'	51.81'	S08°06'22"E
29	090°00'00"	25.00'	39.27'	35.36'	N45°16'10"W
30	090°00'00"	25.00'	39.27'	35.36'	S44°43'50"W
31	049°27'51"	25.00'	21.58'	20.92'	S24°27'46"W
32	040°32'09"	25.00'	17.69'	17.32'	S69°27'46"W

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.

PSM PLATINUM SURVEYING & MAPPING
6700 South Florida Avenue, Suite 4, Lakeland, Florida 33813 (863) 712-2110 - kthompson@platinumsurveying.com
STATE OF FLORIDA AUTHORIZATION FOR: SURVEYING AND MAPPING BUSINESS - LB 8135
KENNETH W. THOMPSON
REGISTRATION NO. 4080

S:\ACTIVE\COMG - PARKER ESTATES PLAT\PARKER ESTATES PLAT-03-18-2025.dwg, 2/24/2025 11:04 AM, Ken Thompson



Polk County
Board of County Commissioners

Agenda Item R.7.

5/20/2025

SUBJECT

Accept Hillpointe Davenport - Gaines Road potable water, wastewater and reclaim water utility system improvements for ownership, operation, and maintenance by Polk County Utilities. (No Fiscal Impact)

DESCRIPTION

Hillpointe Davenport - Gaines Road is a 288 unit multifamily development. This project received construction plan approval from Polk County on January 12, 2023, Hillpointe Davenport - Gaines Road is located in the Northeast Regional Utility Service Area in S-12, T-26, R-27, and is located on Highway 17 92 in Davenport, Florida. All requirements for acceptance of the Hillpointe Davenport - Gaines Road potable water, wastewater and reclaim water utility system improvements have been met. The Land Development Division has reviewed all documentation presented and recommends acceptance of these improvements.

RECOMMENDATION

Request Board accept the potable water, wastewater and reclaim water utility system improvements of Hillpointe Davenport - Gaines Road 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:	Hillpointe Davenport - Gaines Road		
County Project DMS #	LDRES-2022-29	PCUMD Project #	2022-15-20-0
Developer Name:	Hillpointe		
Developer Address:	631 W Morse Blvd. Suite 200 Winter Park, FL 32789		
Contact Person & Phone No.	Steven Campisi (407) 752-9004		
SYSTEM(S) ACCEPTED BY UTILITIES DIVISION			
Wastewater:	X	Reclaimed Water:	X
Potable Water:			X
Commencement Date of County Operation of System(s):			01/13/25
Date of Acceptance by Board of County Commissioners:			05/20/25

SYSTEM VALUE AND REIMBURSEMENT INFORMATION

System Value			
	On Site	Off Site	
Wastewater* Reclaimed	\$173,948.69	\$0.00	\$173,948.69
Water* Potable Water*	\$16,124.00 \$42,699.65	\$0.00 \$0.00	\$16,124.00 \$42,699.65
Land**	\$0.00	\$0.00	
Total system value			\$232,772.34
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			\$232,772.34
Total connection fee reimbursement			\$0.00
Total cash reimbursement			
System contribution value****			\$232,772.34

- *In accordance with construction schedule of values
 **In accordance with Property Appraiser records if land not purchased
 ***Paid upon system acceptance by Board and invoice approval by Auditor to Board
 ****Total system value less total connection fee and cash reimbursements

SUPPORTING DOCUMENTATION

Documents	Applicable	Attached
Developer's Letter of Dedication	X	X
Engineer's Certificate of Certification	X	X
Contractor's Letter of Certification	X	X
Construction schedule of values (water, wastewater and/or reclaimed water)	X	X
Copy of New Development Information Sheet	X	X
Final Inspector's Letter	X	X
Agenda item accepting system(s)	X	X
Original Developer's Affidavit of Costs*	NA	NA
Original Contractor's Affidavit of Charges*	NA	NA
Copy of agreement with developer, if applicable*	NA	NA
*Applicable only if agreement exists	NA	NA

Prepared by: Chrissy Irons

Date: 05/06/25

SVC 3/17/2016

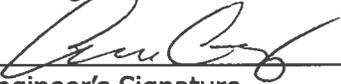
CHAPTER 2 DEVELOPMENT COORDINATION Section 250-E
Engineer of Record's Letter of Certification

Project: Hillpointe Davenport - Gaines Road

Project No.: LDRES-2022-29

I, as ENGINEER OF RECORD for the above subject project, hereby certify to POLK COUNTY that all applicable water, wastewater, reclaimed water, storm, and/or roadway systems constructed as part of, and in conjunction with the subject project are completed in conformance with the Construction Plans as approved by POLK COUNTY and all State of Florida construction permit conditions. These public infrastructure improvements are complete, functional, ready to be placed into operation to provide service to the public, and ready for POLK COUNTY acceptance, ownership, operation, and maintenance responsibility.

The Record Drawings accurately reflect all public infrastructure system information. Lot numbers, street names, locations of easements, property boundaries, etc. are shown on the Record Drawings and are consistent with the approved Recorded Plat.


Engineer's Signature

Date: 3/14/25

Engineer's Typed Name: Alex Goetz, P.E.

Florida P. E. Registration Number: 86837

Engineer's Firm Name: KPM Franklin

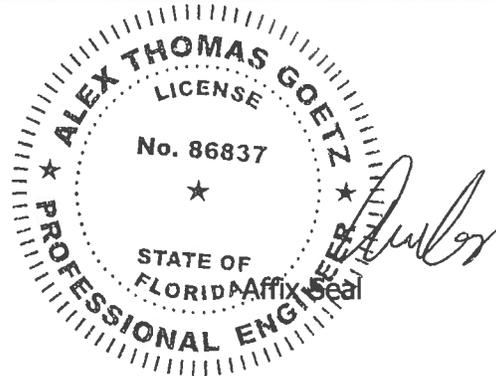
Engineer's Email Address: agoetz@kpmfranklin.com

Engineer's Mailing Address:
6300 Hazeltine National Drive, Suite 118
Orlando, Florida, 32822

Engineer's Physical Address:
6300 Hazeltine National Drive, Suite 118
Orlando, Florida, 32822

Telephone Number: 407-994-4453

Fax Number: _____



CHAPTER 2

DEVELOPMENT COORDINATION

Section 250-F

Contractor's Letter of Certification

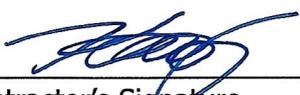
Project: Hillpointe Davenport - Gaines Road

Project No.: LDRES-2022-29

I, as the CONTRACTOR for the above subject project, hereby certify to POLK COUNTY that the Water , wastewater , reclaimed water storm roadway (check all that apply) systems constructed as part of, and in conjunction with the above subject project are completed and in conformance with the Construction Plans approved by POLK COUNTY, and State of Florida construction permit conditions. These public infrastructure improvements are complete, functional, ready to provide service to the public, and ready for County acceptance for POLK COUNTY to take ownership, operation, and maintenance responsibility.

The Record Drawings accurately reflect all public infrastructure system information. Lot numbers, street names, locations of easements, property boundaries, etc. are shown on the Record Drawings and are consistent with the approved Recorded Plat.

All construction materials and workmanship is warranted for one (1) calendar year from the date of acceptance by the Board of County Commissioners.


Contractor's Signature _____ Date: 3/13/2025

Contractor's Typed Name: Karl C. Berg

Florida License Number: CUC1223712

Contractor's Firm Name: Barnett Contracting, Inc.

Contractor's Email Address: karl@barnettinc.com

Contractor's Mailing Address:
PO Box 627
Washington, GA 30673

Contractor's Physical Address:
1310 Lexington Rd
Washington, GA 30673

Telephone Number: 706-340-9074

Fax Number: _____

CHAPTER 2 DEVELOPMENT COORDINATION Section 250-D

Developer's Letter of Dedication & Statement of Warranty

Project: Hillpointe Davenport - Gaines Road

Project No.: LDRES-2022-29

I, as the DEVELOPER of the above subject project, hereby dedicate to POLK COUNTY all applicable water, wastewater, reclaimed water, storm and/or roadway systems constructed as part of, and in conjunction with the subject project for ownership, operation, and maintenance responsibility. Further, I certify that all bills relative to this project have been paid, and there are no liens or other encumbrances against the project.

All construction, materials, and workmanship are warranted for one (1) calendar year from the date of acceptance by the Board of County Commissioners.



Developer's Signature

Date: 3/14/2025

Developer's Typed Name: Steven Campisi

Developer's Firm Name: Hillpointe

Developer's Email Address: dgelalia@hillpointe.com

Telephone Number: 407-752-9004 Fax Number: _____

Developer's Mailing Address: 631 W Morse Blvd, Suite 200

Winter Park, Florida 32789

Developer's Physical Address: 631 W Morse Blvd, Suite 200

Winter Park, Florida 32789

CHAPTER 4

WATER

Section 450-I

Water System Schedule of Values

Date: 05/06/2025

Contractor: Barnett Contracting, Inc.

Project: Hillpointe Davenport - Gaines Road

PCU Project No.: LDRES - 2022 - 29

Item No.	Item Description	Qty.	Unit	Unit Cost (\$)	Extended Cost (\$)
1	Single Service, Long				
2	Single Service, Short				
3	Double Service, Long				
4	Double Service, Short				
5	Blow-Off Assembly, Complete				
6	Fire Hydrant Assembly, Complete Including Branch Valve				
7					
8					
9					
10	4" PVC, AWWA C-900, DR 18, Blue				
11	4" DIP, Pressure Class 350, Cement-Lined, Bituminous Coated				
12	4" Gate Valve Assembly, Complete				
13	4" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
14	4" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
15	4" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
16	4" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
17	4" Tee, CI, C153, Cement-Lined, Bituminous Coated				
18	4" Cross, DI, C153, Cement-Lined, Bituminous Coated				
19					
20	4" HDPE				
21					
22	6" PVC, AWWA C-900, DR 18, Blue				
23	6" DIP, Pressure Class 350, Cement-Lined, Bituminous Coated				
24	6" Gate Valve Assembly, Complete				

CHAPTER 4

WATER

Section 450-I

Water System Schedule of Values

Item No.	Item Description	Qty.	Unit	Unit Cost (\$)	Extended Cost (\$)
25	6" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
26	6" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
27	6" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
28	6" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
29	6" Tee, DI, C153, Cement-Lined, Bituminous Coated				
30	6" Cross, DI, C153, Cement-Lined, Bituminous Coated				
31					
32	6" HDPE				
33					
34	8" PVC, AWWA C-900, DR 18, Blue				
35	8" DIP, Pressure Class 350 Cement-Lined, Bituminous Coated				
36	8" Gate Valve Assembly, Complete				
37	8" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
38	8" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
39	8" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
40	8" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
41	8" Tee, DI, C153, Cement-Lined, Bituminous Coated				
42	8" Cross, DI, C153, Cement-Lined, Bituminous Coated				
43					
44	8" HDPE				
45					
46	10" PVC, AWWA C-900, DR 18, Blue				
47	10" DIP, Pressure Class 350, Cement-Lined, Bituminous Coated				
48	10" Gate Valve Assembly, Complete				
49	10" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				

CHAPTER 4

WATER

Section 450-I

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	62	LF	\$392.00	\$24,304.00
59	12" DIP, Pressure Class 350, Cement-Lined, Bituminous Coated				
60	12" Gate Valve Assembly, Complete	1	EA	\$5,895.65	\$5,895.65
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	12" Tapping Saddle/ Sleeve	1	EA	\$12,500.00	\$12,500.00
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				

CHAPTER 4

WATER

Section 450-I

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: \$ 42,699.65

Reviewer:

Date: 05/06/2025

Comments

CHAPTER 6

RECLAIMED WATER

Section 650-F

RECLAIMED WATER SCHEDULE OF VALUES

Date: 05/06/2025

Contractor: Barnett Contracting, Inc.

Project: Hillpointe Davenport - Gaines Road

PCU Project No.: LDRES - 2022 - 29

Item No.	Item Description	Qty.	Unit	Unit Cost (\$)	Extended Cost (\$)
1	Single Service, Long				
2	Single Service, Short				
3	Double Service, Long				
4	Double Service, Short				
5	Blow-Off Assembly, Complete				
6					
7					
8					
9					
10	4" PVC, AWWA C-900, DR 18, Purple	28	LF	\$133.00	\$3,724.00
11	4" DIP, Pressure Class 350, Epoxy-Lined, Bituminous Coated				
12	4" Gate Valve Assembly, Complete	1	EA	\$3,400.00	\$3,400.00
13	4" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
14	4" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
15	4" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
16	4" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
17	4" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				
18	4" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
19	4" Tapping Saddle/ Sleeve	1	EA	\$9,000.00	\$9,000.00
20	4" HDPE				
21					
22	6" PVC, AWWA C-900, DR 18, Purple				

CHAPTER 6

RECLAIMED WATER

Section 650-F

RECLAIMED WATER SCHEDULE OF VALUES

Item No.	Item Description	Qty.	Unit	Unit Cost (\$)	Extended Cost (\$)
23	6" DIP, Pressure Class 350, Epoxy-Lined, Bituminous Coated				
24	6" Gate Valve Assembly, Complete				
25	6" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
26	6" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
27	6" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
28	6" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
29	6" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				
30	6" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
31					
32	6" HDPE				
33					
34	8" PVC, AWWA C-900, DR 18, Purple				
35	8" DIP, Pressure Class 350, Epoxy-Lined, Bituminous Coated				
36	8" Gate Valve Assembly, Complete				
37	8" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
38	8" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
39	8" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
40	8" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
41	8" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				
42	8" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
43					

CHAPTER 6

RECLAIMED WATER

Section 650-F

RECLAIMED WATER SCHEDULE OF VALUES

Item No.	Item Description	Qty.	Unit	Unit Cost (\$)	Extended Cost (\$)
44	8" HDPE				
45					
46	10" PVC, AWWA C-900, DR 18, Purple				
47	10" DIP, Pressure Class 350 Epoxy-Lined, Bituminous Coated				
48	10" Gate Valve Assembly, Complete				
49	10" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
50	10" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
51	10" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
52	10" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
53	10" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				
54	10" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
55					
56	10" HDPE				
57					
58	12" PVC, AWWA C-900, DR 18, Purple				
59	12" DIP, Pressure Class 350, Epoxy-Lined, Bituminous Coated				
60	12" Gate Valve Assembly, Complete				
61	12" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
62	12" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				

CHAPTER 6

RECLAIMED WATER

Section 650-F

RECLAIMED WATER SCHEDULE OF VALUES

Item No.	Item Description	Qty.	Unit	Unit Cost (\$)	Extended Cost (\$)
63	12" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
64	12" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
65	12" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				
66	12" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
67					
68	12" HDPE				
69					
70	16" PVC, AWWA C-905, DR 25, Purple				
71	16" DIP, Pressure Class 350, Epoxy-Lined, Bituminous Coated				
72	16" Gate Valve Assembly, Complete				
73	16" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
74	16" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
75	16" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
76	16" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
77	16" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				
78	16" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
79					
80	16" HDPE				

Total Constructed Value: \$ 16,124.00

Reviewer:

Date: 05/06/2025

Comments

CHAPTER 5

WASTEWATER

Section 550-J

Wastewater System Schedule of Values

Date: 05/06/2025

Contractor: Barnett Contracting, Inc.

Project: Hillpointe Davenport - Gaines Road

PCU Project No.: LDRES - 2022 - 29

Item No.	Item Description	Qty.	Unit	Unit Cost (\$)	Extended Cost (\$)
1	Single Service, Long				
2	Single Service, Short				
3	Double Service, Long				
4	Double Service, Short				
5	8" PVC, SDR-26, 0'-6' deep				
6	8" PVC, SDR-26, 6'-8' deep				
7	8" PVC, SDR-26, 8'-10' deep				
8	8" PVC, SDR-26, 10'-12' deep				
9	8" PVC, SDR-26, 12'-14' deep				
10	8" PVC, SDR-26, 14'-16' deep				
11	10" PVC, SDR-26, 0'-6' deep				
12	10" PVC, SDR-26, 6'-8' deep				
13	10" PVC, SDR-26, 8'-10' deep				
14	10" PVC, SDR-26, 10'-12' deep				
15	10" PVC, SDR-26, 12'-14' deep				
16	10" PVC, SDR-26, 14'-16' deep				
17	12" PVC, SDR-26, 0'-6' deep				
18	12" PVC, SDR-26, 6'-8' deep				
19	12" PVC, SDR-26, 8'-10' deep				
20	12" PVC, SDR-26, 10'-12' deep				
21	12" PVC, SDR-26, 12'-14' deep				
22	12" PVC, SDR-26, 14'-16' deep				
23	15" PVC, SDR-26, 0'-6' deep				
24	15" PVC, SDR-26, 6'-8' deep				
25	15" PVC, SDR-26, 8'-10' deep				
26	15" PVC, SDR-26, 10'-12' deep				
27	15" PVC, SDR-26, 12'-14' deep				
28	15" PVC, SDR-26, 14'-16' deep				
29	Standard Precast Manhole with Ring and Cover, 0'-6' deep				

CHAPTER 5

WATER

Section 550-J

Wastewater System Schedule of Values

Item No.	Item Description	Qty.	Unit	Unit Cost (\$)	Extended Cost (\$)
30	Standard Precast Manhole with Ring and Cover, 6'-8' deep				
31	Standard Precast Manhole with Ring and Cover, 8'-10' deep				
32	Standard Precast Manhole with Ring and Cover, 10'-12' deep				
33	Standard Precast Manhole with Ring and Cover, 12'-14' deep				
34	Standard Precast Manhole with Ring and Cover, 14'-16' deep				
35	Pump Station, Duplex Complete				
36	Pump Station, Triplex Complete				
37	Standby Generator Set				
38	Odor Control System				
39					
40					
41	4" PVC, AWWA C-900, DR 18, Green				
42	4' DIP, Pressure Class 350, Epoxy-Lined, Bituminous Coated				
43	4" Gate Valve Assembly, Complete				
44	4" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
45	4" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
46	4" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
47	4" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
48	4" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				
49	4" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
50					
51	4" HDPE				
52					

CHAPTER 5

WATER

Section 550-J

Wastewater System Schedule of Values

Item No.	Item Description	Qty.	Unit	Unit Cost (\$)	Extended Cost (\$)
53	6" PVC, AWWA C-900, DR 18, Green	85	LF	\$133.04	\$11,308.40
54	6" DIP, Pressure Class 350, Epoxy-Lined, Bituminous Coated				
55	6" Gate Valve Assembly, Complete	2	EA	\$2,615.36	\$5,230.72
56	6" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
57	6" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
58	6" 45 Degree Bend, DI, C153 Epoxy-Lined, Bituminous Coated				
59	6" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
60	6" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				
61	6" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
62					
63	6" HDPE				
64					
65	8" PVC, AWWA C-900, DR 18, Green				
66	8" DIP, Pressure Class 350 Epoxy-Lined, Bituminous Coated				
67	8" Gate Valve Assembly, Complete				
68	8" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
69	8" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
70	8" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
71	8" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
72	8" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				

CHAPTER 5

WATER

Section 550-J

Wastewater System Schedule of Values

Item No.	Item Description	Qty.	Unit	Unit Cost (\$)	Extended Cost (\$)
73	8" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
74					
75	8" HDPE				
76	10" Tapping Saddle/ Sleeve	1	EA	\$14,500.00	\$14,500.00
77	10" PVC, AWWA C-900, DR 18, Green	275	LF	\$392.00	\$107,800.00
78	10" DIP, Pressure Class 350 Epoxy-Lined, Bituminous Coated				
79	10" Gate Valve Assembly, Complete	6	EA	\$5,310.16	\$31,860.96
80	10" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
81	10" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
82	10" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
83	10" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
84	10" Tee, DI, C153, Epoxy-Lined, Bituminous Coated	1	EA	\$1,500.00	\$1,500.00
85	10" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
86	10" Ductile Iron/Cast Iron Reducer	1	EA	\$1,748.61	\$1,748.61
87	10" HDPE				
88					
89	12" PVC, AWWA C-900, DR 18, Green				
90	12" DIP, Pressure Class 350 Epoxy-Lined, Bituminous Coated				
91	12" Gate Valve Assembly, Complete				
92	12" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				

CHAPTER 5

WATER

Section 550-J

Wastewater System Schedule of Values

Item No.	Item Description	Qty.	Unit	Unit Cost (\$)	Extended Cost (\$)
93	12" 22 1/2 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
94	12" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
95	12" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
96	12" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				
97	12" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
98					
99	12" HDPE				

Total Constructed Value: \$ 173,948.69

Reviewer:

Date: 05/06/2025

Comments

CHAPTER 5

WASTEWATER

Section 550-K

SCADA Panel I/O Listing

Type 1 Control Panel

Typical Hardwired I/O Description	Digital Inputs	Digital Outputs	Analog Inputs	Analog Outputs
Control Power Alarm	1			
Control Valve Closed	1			
Control Valve Open	1			
Station Power Alarm	1			
Intrusion Alarm	1			
Main Surge Suppressor Fail	1			
Control Panel Surge Suppressor Fail	1			
UPS Fail	1			
Flow			1	
Pressure Influent			1	
Pressure Effluent			1	
Control Valve Position Feedback			1	
Control Valve Position Command				1
Used I/O	8	0	4	1
Estimated Spare I/O	8	0	4	3
TOTAL HARDWIRED I/O	16	0	8	4

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

LAND DEVELOPMENT DIVISION

MEMORANDUM

To: Chrissy Irons, Development Coordinator II
From: Tobias Holton, Inspector
Project Name: Hillpointe Davenport – Gaines Road
Project #: LDRES-2022-29
DATE: 1/13/2025

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.8.

5/20/2025

SUBJECT

Accept a one-year warranty and surety in the amount of \$232,772.34 in the form of Maintenance Bond No. PB11511003821 for Hillpointe Davenport - Gaines Road. (No Fiscal Impact)

DESCRIPTION

This request is to accept a one-year warranty and surety in the amount of \$232,772.34 in the form of Maintenance Bond No. PB11511003821, which represents 100% of the cost of the publicly dedicated infrastructure for ownership, operation and maintenance responsibilities for Hillpointe Davenport - Gaines Road 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 May 20, 2025 and ends on May 20, 2026.

RECOMMENDATION

Request Board accept a one-year warranty expiring on May 20, 2026 and a Maintenance Bond in the amount of \$232,772.34 for Hillpointe Davenport - Gaines Road.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons
Land Development
863-534-6493
chrissyirons@polk-county.net <mailto:chrissyirons@polk-county.net>

RESIDENTIAL MAINTENANCE BOND Bond No. PB11511003821

KNOWN ALL MEN BY THESE PRESENTS, That we, Pointe Grand Davenport, LLC, as Principal, and PHILADELPHIA INDEMNITY INSURANCE COMPANY, a corporation organized and doing business under and by virtue of the laws of the State of Pennsylvania and duly licensed to conduct surety business in the State of Florida, as Surety (“Principal” and “Surety” collectively the “Obligors”), are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of Two Hundred Thirty-Two Thousand Seven Hundred Seventy-Two and 34/100 (\$ 232,772.34) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Polk County’s Land Development Code (hereinafter “LDC”) is by reference incorporated into and made part of this Maintenance Bond (hereinafter “Bond”); and

WHEREAS, the Principal has constructed the improvements described in the Engineer’s Cost Estimate, attached hereto as Exhibit “A” and incorporated into and made part of this Bond (hereinafter “Improvements”), in the Hillpointe Davenport – Gaines Road subdivision, in accordance with the drawings, plans, specifications, and other data and information (hereinafter “Plans”) filed with Polk County’s Land Development Division, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, the Principal wishes to dedicate the Improvements to the public; and

WHEREAS, the LDC requires as a condition of acceptance of the Improvements that the Principal provide to the Obligee a bond warranting the Improvements for a definite period of time following the Obligee’s final acceptance of said Improvements; and

WHEREAS, this Bond shall commence upon the date of the Obligee’s acceptance of the Improvements (the “Bond Commencement Date”).

NOW, THEREFORE, the conditions of this Bond are such that:

1. If the Principal shall warrant and indemnify for a period of One (1) year(s) following the Bond Commencement Date (the “Warranty Period”) against all loss that Obligee may sustain resulting from defects in construction, design, workmanship and materials (the “Defect”) of the Improvements; and
2. If the Principal shall correct all Defects to the Improvements that are discovered during the Warranty Period;

Then upon approval by the Obligee this Bond shall be void, otherwise to remain in full force and effect.

3. The Obligee, its authorized agent or officer, shall notify the Principal and Surety in writing

of any Defect and shall specify in the notice a reasonable period of time for the Principal to correct the Defect. The Surety unconditionally covenants and agrees that if the Principal fails to correct the Defect within the time specified, the Surety shall forthwith correct the Defect and pay the cost thereof, including without limitation, engineering, legal, and contingent costs.

4. Should the Surety fail or refuse to perform any of its obligations pursuant to this Bond, the Obligee shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree. In such case, the Obligors agree to pay all costs incurred by the Obligee, including attorney's fees and costs, and venue shall be in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.
5. All notices, demands, and correspondence with respect to this Bond shall be in writing and deemed effective on the date of certified mailing addressed to the following, notwithstanding any changes to the addresses listed below:

The Surety at:

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100,
Bala Cynwyd, PA 19004-0950

The Principal at:

Pointe Grand Davenport, LLC
101 S New York Ave, Suite 211,
Winter Park, FL 32789

The Obligee at:

Polk County, Land Development Division
330 West Church Street
PO Box 9005 – Drawer GM03
Bartow, FL 33831-9005

This Bond commences on the Bond Commencement Date and shall remain in full force and effect until the correction of all Defects for which timely notice has been provided to the Principal and Surety, even if the time required to correct such Defect exceeds the Warranty Period. This Bond shall be released by the Obligee if all the Conditions of this Bond remain satisfied at the end of the Warranty Period.

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 13th day of February, **20**25.



Witness

Katherine Gilbert
Printed Name



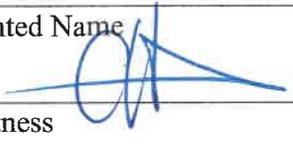
Witness

Michelle Jara
Printed Name



Witness

Victoria Madore
Printed Name



Witness

Adan Miranda
Printed Name

PRINCIPAL:

Pointe Grand Davenport, LLC
Name of Corporation

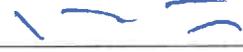
By: 

Steven Campisi
Printed Name

Title: Authorized Signatory
(SEAL)

SURETY:

PHILADELPHIA INDEMNITY INSURANCE COMPANY
Name of Corporation

By: 

Ryan Tash, Attorney-in-Fact
Printed Name

Title:
(SEAL)

(Attach power of attorney)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

On 02/13/25 before me, Traci E. Nakagaki, Notary Public
(insert name and title of the officer)

personally appeared Ryan Tash,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Ryan Tash, & Susan Fournier of Surety Solutions Insurance Services, Inc.** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile 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 TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.

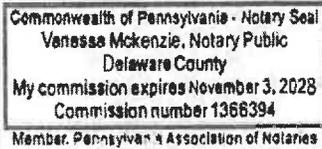


(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

Linwood, PA

My commission expires:

November 3, 2028

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 13th day of February, 2025.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

**Engineer's Opinion of Probable Construction Cost
Offsite Utilities Extension
Hillpointe Davenport – Gaines Road**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Force Main					
1	UTILITY PIPE – POLY VINYL CHLORIDE, FURNISH AND INSTALL, WATER/SEWER, 10"	275	LF	\$392.00	\$107,800.00
2	UTILITY FIXTURE, TAPPING SADDLE/SLEEVE, FURNISH AND INSTALL, 10"	1	EA	\$14,500.00	\$14,500.00
3	UTILITY FIXTURE, VALVE ASSEMBLY, FURNISH AND INSTALL, 10"	6	EA	\$5,310.16	\$31,860.96
4	UTILITY FITTINGS, DUCTILE IRON/CAST IRON, FURNISH & INSTALL REDUCER, 10"	1	EA	\$1,748.61	\$1,748.61
5	UTILITY FITTINGS FOR PVC PIPE, FURNISH AND INSTALL, TEE, 10"	1	EA	\$1,500.00	\$1,500.00
6	UTILITY PIPE - POLY VINYL CHLORIDE, FURNISH AND INSTALL, WATER/SEWER, 6"	85	LF	\$133.04	\$11,308.40
7	UTILITY FIXTURE, VALVUE ASSEMBLY, FURNISH AND INSTALL, 6"	2	EA	\$2,615.36	\$5,230.72
Force Main Total:					\$ 173,948.69
Potable Water					
1	UTILITY PIPE – POLY VINYL CHLORIDE, FURNISH AND INSTALL, WATER/SEWER, 12"	62	LF	\$392.00	\$24,305.00
2	UTILITY FIXTURE, TAPPING SADDLE/SLEEVE, FURNISH AND INSTALL, WATER/SEWER 12" (NOT INCLUDING VALVE)	1	EA	\$12,500.00	\$12,500.00
3	UTILITY FIXTURE, VALVE ASSEMBLY, FURNISH AND INSTALL, WATER/SEWER 12"	1	EA	\$5,895.65	\$5,895.65
Potable Total:					\$ 42,699.65
Reclaimed Water					
1	UTILITY PIPE- POLYVINYL CHLORIDE, FURNISH AND INSTALL, WATER/SEWER, 4"	28	LF	\$133.00	\$3,724.00
2	UTILITY FIXTURE- TAPPING SADDLE/SLEEVE, FURNISH AND INSTALL, WATER/SEWER, 4" (NOT INCLUDING VALVE)	1	EA	\$9,000.00	\$9,000.00
3	UTILITY FIXTURE- VALVE ASSEMBLY, FURNISH AND INSTALL, WATER/SEWER, 4"	1	EA	\$3,400.00	\$3,400.00
Reclaimed Water Total:					\$ 16,124.00
				GRAND TOTAL:	\$ 232,772.34

NOTE: THE ABOVE LISTING OF COSTS ARE BASED ON THE BEST AVAILABLE MARKED VALUE OF MATERIAL COSTS AT THE TIME OF THIS ESTIMATE. PRICING IS SUBJECT TO VARIATIONS DUE TO THE AVAILABILITY, MARKET CONDITIONS, AND OTHER RELEVANT FACTORS.

KPM Franklin



Alex T. Goetz, P.E.
EOR

P:\21-0311.000 Hillpointe Davenport\Permit\2025.02.XX_County Closeout Package\EOPC - Hillpointe Offsite Utility.docx

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

LAND DEVELOPMENT DIVISION

MEMORANDUM

To: Chrissy Irons, Development Coordinator II
From: Tobias Holton, Inspector
Project Name: Hillpointe Davenport – Gaines Road
Project #: LDRES-2022-29
DATE: 1/13/2025

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.9.

5/20/2025

SUBJECT

Accept Performance Surety in the amount of \$5,110,822.35 in the form of Performance Bond No. 800178940 for Applewood Reserve. (No Fiscal Impact)

DESCRIPTION

This request is to accept Performance Surety Bond No. 800178940 in the amount of \$5,110,822.35 for outstanding construction items listed in the engineer's cost estimate. The Land Development Division has reviewed and recommends acceptance of this performance surety.

RECOMMENDATION

Request Board accept Performance Bond No. 800178940 in the amount of \$5,110,822.35 for Applewood Reserve.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Rita Karacson
Land Development
863-534-6794
ritakaracson@polk-county.net <mailto:ritakaracson@polk-county.net>

TAMPA CIVIL DESIGN
SITE DESIGN AND CIVIL ENGINEERING

APPLEWOOD RESERVE
Engineers Estimate of Construction Costs

<u>Description</u>	<u>TOTAL</u>	<u>NOTES</u>
MOBILIZATION & GENERAL CONDITIONS	\$170,657.91	65% Complete
EARTHWORK	\$365,707.93	55% Complete
PAVING ROADWAY	\$1,168,825.30	0% Complete
STORM SYSTEM	\$1,587,013.00	20% Complete
WATER MAIN	\$478,915.00	12% Complete
POTABLE WATER (OFFSITE)	\$535,400.00	10% Complete
PAVING ROADWAY (OFFSITE)	\$339,683.00	5% Complete
TOTAL	\$4,646,202.14	

TOTAL ENGINEERS ESTIMATE FOR PERFORMANCE BOND (110%)

\$5,110,822.35

Jeremy Couch, P.E.
Tampa Civil Design

4/1/2025

Applewood Reserve Engineers Estimate - Performance Bond

Incl.	Code		QTY	UM	UNIT RATE	TOTAL	
		Mobilization & General Conditions					\$170,657.93
x		Construction Stakeout & Record Survey		1 LS	\$23,805.00	\$23,805.00	
x		Certified As-Builts		1 LS	\$16,500.00	\$16,500.00	
x		Geotechnical And Material Testing		1 LS	\$33,516.56	\$33,516.56	
x		Silt Fence	14929	LF	\$2.09	\$31,201.61	
x		Payment And Performance Bond		1 LS	\$65,634.74	\$65,634.74	
		Earthwork					\$365,707.95
x		Seed & Mulch (Lots And Open Spaces)	148769	SY	\$0.37	\$55,044.53	
x		Sod (Pond slopes, 4:1 slopes, 5' off Curb)	76214	SY	\$3.10	\$236,263.40	
x		Retaining Wall (Modular Block)	310	LF	\$240.00	\$74,400.00	
		Storm System					\$1,587,013.00
x		12" RCP	44	LF	\$53.00	\$2,332.00	
x		12" MES	1	EA	\$1,400.00	\$1,400.00	
x		15" RCP	480	LF	\$70.00	\$33,600.00	
x		15" MES	2	EA	\$1,700.00	\$3,400.00	
x		18" RCP	1116	LF	\$79.00	\$88,164.00	
x		24" RCP	870	LF	\$105.00	\$91,350.00	
x		24" MES	2	EA	\$2,200.00	\$4,400.00	
x		30" RCP	1600	LF	\$135.00	\$216,000.00	
x		30" MES	2	EA	\$4,750.00	\$9,500.00	
x		36" RCP	990	LF	\$175.00	\$173,250.00	
x		36" MES	3	EA	\$5,800.00	\$17,400.00	
x		42" RCP	501	LF	\$250.00	\$125,250.00	
x		42" MES	2	EA	\$6,800.00	\$13,600.00	
x		Rip-Rap	15	EA	\$1,000.00	\$15,000.00	
x		Curb Inlet	34	EA	\$14,000.00	\$476,000.00	
x		Manhole	11	EA	\$6,100.00	\$67,100.00	
x		Type C Grate Inlet	5	EA	\$8,500.00	\$42,500.00	
x		Type D Grate Inlet	2	EA	\$9,500.00	\$19,000.00	
x		In Berm Weir	1	EA	\$34,967.00	\$34,967.00	
x		Underdrain Pipe	6800	LF	\$18.50	\$125,800.00	
x		TV Storm Drainage	1	LS	\$27,000.00	\$27,000.00	
		Water Main					\$478,915.00
x		8" DIP Water Main	177	LF	\$68.00	\$12,036.00	
x		08" MJ Gate Valve	11	EA	\$2,100.00	\$23,100.00	
x		8" Fittings	1	LS	\$19,200.00	\$19,200.00	
x		8" PVC Water Main (C900 DR-18)	5600	LF	\$35.00	\$196,000.00	
x		Air Release Valve	1	EA	\$5,850.00	\$5,850.00	
x		Single Service Long	15	EA	\$1,250.00	\$18,750.00	
x		Single Service Short	6	EA	\$1,100.00	\$6,600.00	
x		Double Service Long	20	EA	\$2,100.00	\$42,000.00	
x		Double Service Short	23	EA	\$1,800.00	\$41,400.00	
x		Fire Hydrant Assembly	10	EA	\$7,000.00	\$70,000.00	
x		Temporary Sample Points	1	LS	\$1,650.00	\$1,650.00	
x		Chlorination & Testing	6400	LF	\$3.85	\$24,640.00	
x		Temporary Construction Meter / Backflow Preventer	1	EA	\$17,689.00	\$17,689.00	
		Paving - Roadway					\$1,168,825.30
x		2" Type SP-9.5 Asphalt	14102	SY	\$22.50	\$317,295.00	
x		06" Soil Cement Base	14102	SY	\$20.50	\$289,091.00	
x		12" Stabilized Subgrade	14102	SY	\$11.75	\$165,698.50	
x		4" Thick Contractor Sidewalk	12000	SF	\$8.50	\$102,000.00	
x		6" Thick Contractor Sidewalk	740	SF	\$10.50	\$7,770.00	
x		ADA Concrete Ramp & Dome	11	EA	\$1,750.00	\$19,250.00	
x		Miami Curb	12013	LF	\$20.10	\$241,461.30	
x		Type F Curb	157	LF	\$33.50	\$5,259.50	
x		Traffic Markings and Signage - Onsite	1	LS	\$12,000.00	\$12,000.00	
x		Bridge Approach Concrete Apron - 100 SF Each	2	EA	\$4,500.00	\$9,000.00	
		Potable Water (OFFSITE)					\$535,400.00
x		Connect To Existing	1	EA	\$8,800.00	\$8,800.00	
x		8" PVC Water Main (C900 DR-18 Directional Bore)	2400	LF	\$107.50	\$258,000.00	
x		8" DIP Water Main	510	LF	\$69.10	\$35,241.00	
x		8" Gate Valves	9	EA	\$2,100.00	\$18,900.00	
x		8" Fittings	1	LS	\$3,053.00	\$3,053.00	
x		Fire Hydrant Assembly	2	EA	\$7,168.00	\$14,336.00	
x		Air Release Valve	2	EA	\$5,985.00	\$11,970.00	
x		16" HDPE Casing	564	LF	\$275.00	\$155,100.00	
x		Maintenance Of Traffic	1	LS	\$30,000.00	\$30,000.00	
		Paving - Roadway (OFFSITE)					\$339,683.00
x		1.5" Asphalt Type SP-12.5	2200	SY	\$18.10	\$39,820.00	
x		1.5" Type SP-12.5 Structural Course	2200	SY	\$18.10	\$39,820.00	
x		1" Mill & Overlay	3500	LF	\$27.00	\$94,500.00	
x		08" Crushed Concrete (LBR 150)	2200	SY	\$21.00	\$46,200.00	
x		12" Stabilized Subgrade (Type B LBR 40)	2200	SY	\$14.50	\$31,900.00	
x		Connect To Existing Pavement	1	LS	\$475.00	\$475.00	
x		6" Thick Contractor Sidewalk (5' Wide)	230	SY	\$10.00	\$2,300.00	
x		Sod (Ditch And Sidewalk)	5310	SY	\$4.50	\$23,895.00	
x		Signage & Striping	1	LS	\$23,673.00	\$23,673.00	
x		Maintenance Of Traffic	1	LS	\$37,100.00	\$37,100.00	

PERFORMANCE BOND Bond No. 800178940

KNOWN ALL MEN BY THESE PRESENTS, that We, Focus Homes, LLC of Florida, as Principal, and Atlantic Specialty Insurance Company a corporation organized and doing business under and by virtue of the laws of the State of New York and duly licensed to conduct surety business in the State of Florida, as Surety (“Principal” and “Surety” collectively the “Obligors”), are held and firmly bound unto Polk County, a political subdivision of the State of Florida (the “County”), as Obligee, in the sum of Five Million One Hundred Ten Thousand Eight Hundred Twenty-Two & 35/100 (\$ 5,110,822.35) Dollars (hereinafter the “Total Penal Sum”), for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us.

WHEREAS, the County’s Land Development Code (hereinafter “LDC”) is by reference incorporated into and made part of this Performance Bond (hereinafter “Bond”); and

WHEREAS, the Principal has agreed pursuant to the Subdivision Agreement, attached hereto as Exhibit “A” and incorporated into and made part of this Bond, to construct the improvements described in the Engineer’s Cost Estimate, attached hereto as Exhibit “B” and incorporated into and made part of this Bond (hereinafter “Improvements”), in the Applewood Reserve platted subdivision (the “Subdivision”), in accordance with the drawings, plans, specifications, and other data and information (hereinafter “Plans”) filed with the County’s Land Development Division, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, the LDC requires the Principal to provide and maintain full performance security guaranteeing the completion and approval of all private or public on-site or off-site Improvements.

NOW, THEREFORE, the conditions of this Bond are such that:

1. The Principal shall well and truly construct the Improvements in the Subdivision in accordance with the Plans and LDC within the time frame set forth in the Subdivision Agreement, and as verified by Polk County’s Land Development Division. The Bond shall commence upon the date of issue by the Surety and remain in full force and effect until the Obligee releases the Bond (the “Coverage Period”). The Surety shall not terminate this Bond until the Coverage Period has ended.
2. The Surety unconditionally covenants and agrees that if the Principal fails to complete all or any part of the Improvements within the time specified in the Subdivision Agreement, the Surety, upon written notice from the Obligee, its authorized agent or officer, of the default, shall forthwith perform and complete the Improvements and pay the cost thereof, including without limitation, engineering, legal, and contingent costs.

3. The Surety further agrees that the Obligee may demand up to the full amount of the Bond, such amount determined solely by the Obligee in its reasonable discretion, and the Surety shall forthwith pay the Obligee said amount within thirty (30) days of Obligee's written notification, for Obligee to construct, or caused to be constructed the Improvements if the Principal should fail or refuse to do so. The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the Total Penal Sum of this Bond.

4. Should the Surety fail or refuse to perform any of its obligations pursuant to this Bond, the Obligee shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree. In such case, the Obligors agree to pay all costs incurred by the Obligee, including court costs and attorney's fees, and venue shall be in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

5. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or deletion to the proposed Improvements, or the plans, specifications and schedules covering same, shall in any way affect the Surety's obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, addition or deletion to the proposed Improvements or the Plans, specifications and schedules.

6. All notices, demands, and correspondence with respect to this Bond shall be in writing and deemed effective on the date of certified mailing addressed to the following, notwithstanding any changes in address:

The Surety at:

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth MN 55441

The Principal at:

Focus Homes, LLC of Florida
4033 W. 1st Street
Sanford, FL 32771

The Obligee at:

Polk County, Land Development Division
330 West Church Street
PO Box 9005 – Drawer GM03
Bartow, FL 33831-9005

THIS BOND DATED THE 5th DAY OF May, 2025,
(the date of issue by the Surety).

[Signature]
Witness
Daisy Landes
Printed Name

[Signature]
Witness
Quis Torres
Printed Name

PRINCIPAL:

Focus Homes, LLC of Florida
Name of Corporation

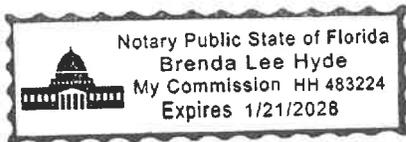
By: [Signature]
Peter McConughey
Printed Name
Title: Authorized Representative
(SEAL)

PRINCIPAL

STATE OF FL
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 7th day of May, 2025, by Peter McConughey as Authorized Representative (title of officer) of Focus Homes (entity name), on behalf of the on behalf of the Principal, who is personally known to me or has produced _____ as identification.

(AFFIX NOTARY SEAL)



[Signature]
Notary Public
Print Name Brenda Lee Hyde
My Commission Expires 1/21/2028

SURETY:

Michelle Kwasny
Witness

Michelle Kwasny
Printed Name

Dani Bachy
Witness

DARRIN BACHY
Printed Name

Atlantic Specialty Insurance Company

Name of Corporation

By: Karen Bachy

Karen Bachy

Printed Name

Title: Attorney-in-Fact
(SEAL)

(ATTACH POWER OF ATTORNEY)

STATE OF Pennsylvania
COUNTY OF Westmoreland

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, by Karen Bachy as Attorney-in-Fact (title of officer) of Atlantic Specialty Insurance Company (entity name), on behalf of the on behalf of the Surety, who is personally known to me or has produced PA Drivers License as identification.

(AFFIX NOTARY SEAL)

Commonwealth of Pennsylvania - Notary Seal
Donald H. Thoma, Notary Public
Westmoreland County
My commission expires June 4, 2029
Commission number 1277141
Member, Pennsylvania Association of Notaries

Donald H Thoma
Notary Public
Print Name Donald H Thoma
My Commission Expires 6-4-2029



Power of Attorney

Focus Homes, LLC of Florida
Polk County, Land Development Division

Surety Bond No: 800178940

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Karen Bachy, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

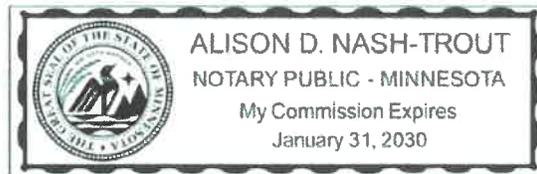
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.



By [Signature]
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



[Signature]
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 5th day of May, 2025.



[Signature]
Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2030

EXHIBIT A
(Subdivision Agreement)

EXHIBIT B
(Engineer's Cost Estimate)



Polk County
Board of County Commissioners

Agenda Item R.10.

5/20/2025

SUBJECT

Approve selection committee’s recommendation to authorize staff negotiations with Gurr Professional Services, Inc. for 3rd party review of phosphate land development applications. (No Fiscal Impact)

DESCRIPTION

The Land Development Division requested Procurement to solicit proposals from qualified engineering firms to assist the County in third party reviews of land development applications and requests for mining/reclamation, manufacturing and other activities related to the Phosphate industry. The mining and manufacturing industry involving phosphate requires specialized engineering expertise (geotechnical and/or civil) in areas that are regulated by the County’s Phosphate Mining Ordinance (“Ord. 88-19”), the Comprehensive Plan, and the Land Development Code.

Request for proposal (RFP) 25-294, 3rd Party Review of Phosphate Land Development Applications was issued, and one firm submitted a proposal. The selection committee met on April 30, 2025, to evaluate and score the proposal. After the scoring, the Selection Committee collectively decided to request the Board approve the Committee’s selection and authorize staff to enter into contract negotiations with the only submitted proposer, Gurr Professional Services, Inc.

The firms score:

Proposer	Score
Gurr Professional Services, Inc.	82

A recommendation of award was posted, and no protests were received.

RECOMMENDATION

Request Board approve the selection committee’s recommendation to authorize staff negotiations with Gurr Professional Services, Inc. for RFP 25-294, 3rd Party Review of Phosphate Land Development Applications.

FISCAL IMPACT

There is no fiscal impact during negotiations.

CONTACT INFORMATION

Tabatha Shirah
Procurement Analyst
(863) 534-5935

tabathashirah@polk-county.net



Polk County
Board of County Commissioners

Agenda Item R.11.

5/20/2025

SUBJECT

Approve Subcontract Amendment Fourteen between the Ounce of Prevention Fund of Florida and Polk County. (No Fiscal Impact)

DESCRIPTION

Amendment fourteen will renew and amend The Ounce of Prevention Fund of Florida contract effective July 1, 2024, through June 30, 2025. This amendment provides the required DCF template and language changes for the current fiscal year.

All provisions in the contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are made a part of the Contract.

RECOMMENDATION

Request board approval of the Amendment fourteen between The Ounce of Prevention Fund of Florida and Polk County, for the provision of Healthy Families Polk Services.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Name: Shaneal Allen
Title: Program Manager
Division: Health and Human Services
Phone: 863-534-5315
E-Mail Address: shanealallen@polk-county.net

Services:	X	Client		Non-Client
Type:	X	Subrecipient		Contractor
Funds:	X	Federal	X	State

THE OUNCE OF PREVENTION FUND OF FLORIDA

SUBCONTRACT AMENDMENT

AMENDMENT #0014 FY2024-2025

THIS AMENDMENT is entered into between the Ounce of Prevention Fund of Florida, hereinafter referred to as “OPFF,” and Polk County, a political subdivision of the State of Florida (HF Polk), hereinafter referred to as the “Provider,” for the provision of Healthy Families Florida, hereinafter referred to as “HFF,” is amended as outlined below:

Amendment #0001, effective 9/1/2020, changes in: Final Invoice due date; and revised deliverables table.

Amendment #0002, effective 7/1/2021, to extend the FY 2020-2021 contract and funding for 30 days (or until the FY 2020-2022 contract is executed) and all areas of the contract related to the funding. This extended amendment will operate under the FY 2020-2021 budget without penalties until the FY 2020-2022 contract is executed.

Amendment #0003, effective the latter of June 30, 2021, this renews and amends the above referenced contract as follows:

1. The contract is renewed through June 30, 2022.
2. Contract number will change from #20-21-05 to #20-22-05.
3. Changes to contract language, staffing patterns, deliverables table, attachments and associated funding changes as listed below.
4. All provisions in the contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are made a part of the Contract.

Amendment #004, effective 2/1/2022, changes to: staffing patterns, reduction of HFF Grant due to staff vacancies; attachments and associated funding changes as listed below.

Amendment #0005, effective 7/1/2022, to extend the FY 2021-2022 contract and funding for 30 days (or until the FY 2022-2023 contract is executed) and all areas of the contract related to the funding. This extended amendment will operate under the FY 2021-2022 budget without penalties until the FY 2022-2023 contract is executed.

Amendment #0006, effective the latter of June 30, 2022, this renews and amends the above referenced contract as follows:

1. The contract is renewed through June 30, 2025.
2. Contract number will change from #20-22-05 to #20-25-05.
3. Changes to contract language, staffing patterns, deliverables table, attachments and associated funding changes as listed below.
4. All provisions in the contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are made a part of the Contract.

Amendment #0007, effective 10/1/2022 changes include: numbers to serve decreased; Contract language as noted below; revised deliverables table; revised Attachment 15; revised Attachment 24 - Protocol for Purchase of Property and Attachment 38 – Monthly Number Served Report incorporated.

Amendment #0008, effective 4/1/2023 changes include: reduction of HFF Grant due to staff vacancies; funding movement among approved categories, revised budget with associated funding changes.

Amendment #0009, effective 7/1/2022 the 2020-2025 contract and funding for 30 days (or until the FY 2023-2024 contract is executed) and all areas of the contract related to the funding. This extended amendment will operate under the FY 2022-2023 budget without penalties until the FY 2023-2024 contract is executed.

Amendment #0010, effective the latter of June 30, 2023, this renews and amends the above referenced contract as follows:

1. Changes to contract language, staffing patterns, deliverables table, attachments and associated funding changes as listed below.
2. All provisions in the contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are made a part of the Contract.

Amendment #0011, effective 9/1/2023, changes include: HFF Grant increase; contract language, staffing titles, attachments and associated funding changes as listed below.

Amendment #0012, effective 7/1/2024 the 2020-2025 contract and funding for 30 days (or until the FY 2024-2025 contract is executed) and all areas of the contract related to the funding. This extended amendment will operate under the FY 2023-2024 budget without penalties until the FY 2024-2025 contract is executed.

Amendment #0013, effective the latter of June 30, 2024, this renews and amends the above referenced contract as follows:

1. Changes to contract language, staffing patterns, deliverables table, attachments and associated funding changes as listed below.
2. All provisions in the contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are made a part of the Contract.

Amendment #0014, effective the latter of October 1, 2024, this renews and amends the above referenced contract as follows:

1. Changes to: contract template; contract language, Section 12 deleted from contract template; attachments as listed below.
2. All provisions in the contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are made a part of the Contract.

Subcontract **Section 1 ENGAGEMENT, TERM AND SUBCONTRACT DOCUMENT**, is hereby deleted and the following is inserted in lieu thereof:

1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

1.1. Purpose and Contract Amount

The OPFF/HFF is engaging the Provider to offering a prevention program that uses intensive home visiting services to meet the needs of a family. The program is designed to improve the development and life outcomes of children and to preserve and strengthen families with a primary emphasis on the

prevention of child maltreatment, in accordance with the terms and conditions specified in this Subcontract including all attachments and exhibits, which constitute the Subcontract document as further described in Section 2. Payable as provided in Section 3 hereof, with an annual amount not to exceed **\$1,585,843.75**, as allocated below:

- Ounce of Prevention Base Grant amount **\$1,446,553.00**,
- Ounce of Prevention One-time non-recurring amount of **\$139,290.75**,

All funding is subject to the availability of funds. This grant amount will cover will 2024-2025 Fiscal Year as further described in Section 3 hereof, payable as provided in Section 3.1. Fiscal Year grant amount will be contingent upon the Florida Legislature approved budgets. Any costs or services paid for under any other Subcontract or from any other source are not eligible for payment under this

1.1.1 Cash and In-Kind Contributions

1.1.1.1. The Provider shall provide and maintain a minimum of **\$361,638.00**, which represents a twenty-five percent (25%) contribution towards the OPFF/ HFF grant funds for the HFF program. The 25% required contribution will apply to Fiscal Year 2024-2025. The Provider’s cash and in-kind contribution for the Fiscal Year 2024-2025 subcontract period is **\$1,312,511.00** which represents **90.7%** percent (%) of the OPFF/HFF grant funds.

1.1.1.2. If the Provider is unable to meet the minimum requirement of the cash and/or in-kind contribution, the Provider must submit a letter with this Subcontract justifying why the site is unable to meet the minimum requirement. Organizations providing cash or in-kind contributions must submit a letter on their organization’s letterhead signed by an authorized official of the organization with the contract or amendment.

1.2. Effective and End Date

1.2.1. This Contract shall be effective **July 1, 2020** or the last party signature date, whichever is later (Effective Date). The service performance period under this Contract shall commence on **July 1, 2020** or the Effective Date of this Contract, whichever is later, and shall end at midnight, Eastern time, on **June 30, 2025** (End Date), subject to the survival of terms provisions of 7.4. Any earlier termination of this Contract amends the End Date.

1.2.2. This Subcontract will be amended annually based on availability of State Funds and satisfactory outcomes and performance. If this Subcontract is renewed, the HFF grant funding will be based on the budget approved by the Florida Legislature.

1.2.3. This Subcontract may be renewed in accordance with §§287.057(14) or 287.058(1)(g), Florida Statutes (F.S.).

1.3. Official Payee and Party Representatives

1.3.1. Per section 402.7305(1)(a), Florida Statutes (F.S.), the Contract Specialist is the primary point of contact through which all contracting information flows between the OPFF and the Provider.

1.3.2. Upon change of representatives (names, addresses, telephone numbers or e-mail addresses) by either party, notice shall be provided in writing to the other party prior to the change.

1.3.3. Changes to contact information for persons identified in 1.3 can be by Notice.

a. Lead Agency Organization Name	Polk County, a political subdivision of the State of Florida
b. The lead agency representative name, organization name, mailing address and contact information of the official representative (the lead agency person who is to be contacted regarding the contract):	Lead Agency Representative’s Name: Marcia Andresen
	Address: HS06, P. O. Box 9005
	City/State/Zip Code: Bartow, FL 33813
	Phone Number & Ext: 863-534-5303
	Cell Number: 863-581-0395
	Fax Number: 863-519-3709
c. The lead agency representative name, organization name, mailing address and contact information of	E-mail: marciaandresen@polk-county.net
	Lead Agency Signee Name: Rick Wilson, Chairman
	Address: BC01, P. O. Box 9005
	City/State/Zip Code: Bartow, FL 33813

the official representative (the person who is approved to sign Subcontracts and amendments):	Phone Number & Ext: 863-534-6434
	Cell Number:
	Fax Number:
	E-mail: Rickwilson@polk-county.net
d. The name of contact person, address, telephone, and email address where the Provider’s financial and administrative records are maintained:	Fiscal Contact’s Name: Teresa Glisson (Interim)
	Address: HS06, P. O. Box 9005
	City/State/Zip Code: Bartow, FL 33813
	Phone Number & Ext: 863-519-2076
	Cell Number:
	Fax Number: 863-519-3709
e. The name of the Payee Organization (who we write the check to):	Payee Organization Name: Polk County a political subdivision of the State of Florida
	Address: HS06, P. O. Box 9005
	City/State/Zip Code: Bartow, FL 33813
	Phone Number & Ext: 863-519-2076
	Fax Number: 863-519-3709
	E-mail: teresaglisson@polk-county.net
f. The name, address, telephone number, fax number and e-mail of the representative responsible for administration of the HFF Polk program (this should be the Program Manager), under this Subcontract:	Program Manager’s Name: Shaneal Allen
	Address: HS10, P. O. Box 9005
	City/State/Zip Code: Bartow, FL 33813
	Phone Number & Ext: 863-534-5315
	Cell Number:
	Fax Number: 863-534-7042
g. The name, address, telephone number, fax number and e-mail of the POLK backup representative (add position title) responsible for administration of the HF program under this Subcontract:	Back-Up Contact’s Name: Minelia Berrios-Gonzalez
	Address: HS10, P. O. Box 9005
	City/State/Zip Code: Bartow, FL 33813
	Phone Number & Ext: 863-534-5258
	Cell Number:
	Fax Number: 863-534-7042
The contact information of the Training Contact is the same as the Program Manager	
i. The name, address, telephone number, fax number and e-mail address of the Contract Specialist for this Subcontract are:	Suzie Godfrey, HFF Subcontract Specialist
	Healthy Families Florida
	111 North Gadsden Street, Suite 100
	Tallahassee, Florida 32301-1507
	Phone: 850-488-1752 x 104
	Fax:(850-488-5562
	Deliverables: Hffdeliverables@ounce.org
	E-mail: sgodfrey@ounce.org

1.4. Notices

Unless stated otherwise, Notices between the Provider and the OPFF regarding this Contract shall be in writing and directed to the Contract Manager or Provider Representative by certified mail, courier service, email, personal delivery, or as identified by the OPFF. Notices will be deemed

received upon actual receipt.

1.5. Subcontract Document

- 1.5.1** The headings contained in this Subcontract are for reference purposes only and shall not affect the meaning of this Subcontract.
- 1.5.2** Any telephone numbers and hyperlinks in this Subcontract are supplied to put the Provider on notice, such telephone numbers and hyperlinks existed at the time of this Contract's entry. It is the Provider's duty to stay abreast of any updates to such telephone numbers and hyperlinks without amending this Subcontract.
- 1.5.3** In this Subcontract "business days" refers to those days that are not weekends, do not fall under §110.117(1) – (2), F.S., or are administrative closures declared by the Governor. "Days," without modification, are calendar days.
- 1.5.4** The terms and conditions set forth in this Subcontract that conflict with PUR 1000 constitutes special contract conditions as contemplated by Rule 60A-1.002, Florida Administrative Code (F.A.C.).

1.6. Subcontract Composition

- 1.6.1.** This Subcontract is composed of the documents listed in this section. In the event of any conflict between the documents, the documents shall be interpreted in the following order of precedence:
- 1.6.1.1.** Sections 1 through 11
- 1.6.1.2.** Exhibits A through E;
- 1.6.1.3.** Any documents incorporated into any exhibit by reference, or included as a subset thereof;
- 1.6.1.4.** Part 1 of this Subcontract, including Standard Contract Definitions, located at: <https://myflfamilies.com/sites/default/files/2022-11/GlossaryofContractTerms.pdf>
- 1.6.1.5.** The terms of Exhibit A, Special Provisions, supplement or modify the terms of Sections 1 through 9 hereof, as provided therein.
- 1.6.1.6.** Attachments 1 through 41;
- 1.6.1.7.** PUR 1000 Form, located at: https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resource/state_purchasing_pur_forms; and
- 1.6.1.8.** Any incorporated attachments submitted by the OPFF/HFF

1.7. MyFloridaMarketPlace Transaction Fee

This Contract is exempt from the MyFloridaMarketPlace transaction fee.

Subcontract **Section 2** **STATEMENT OF WORK**, is hereby deleted and the following is inserted in lieu thereof:

2. STATEMENT OF WORK

The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this Subcontract. Unless otherwise provided in the procurement document or governing law, the OPFF reserves the right to increase or decrease the volume of services and to add incidental tasks or complimentary to the original scope of services. When such increase or decrease occurs, except where the method of payment is prescribed by law, compensation under Section 3 will be equitably adjusted by the OPFF to the extent it prescribes a fixed price payment method or does not provide a method of payment for added tasks.

2.1. Scope of Work - The Scope of Work is described in Exhibit B.

2.2. Task List - The Provider shall perform all tasks set forth in the Task List, found in Exhibit C, in the manner set forth therein.

2.3. Deliverables - The deliverables are described in Exhibit D.

2.4. Performance Measures

2.4.1. Performance Measures for Acceptance of Deliverables. The performance measures for acceptance of deliverables are set forth in Exhibit E.

2.4.2. Minimum Performance Measures. To avoid subcontract termination, the Provider's performance must meet the minimum acceptable level of performance set forth in Exhibit E, regardless of any other performance measures in this Subcontract. During any period in which the Provider fails to meet these measures, regardless of any additional time allowed to correct performance deficiencies, the OPFF may delay or deny payment for deliverables and also apply financial consequences. By execution of this Subcontract the Provider hereby acknowledges and agrees that its performance under the Subcontract must meet these Minimum Performance Measures and that it will be bound by the conditions set forth therein. If the Provider fails to meet these standards, OPFF, at its exclusive option, may allow a reasonable period for the Provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of OPFF within the prescribed time, and if no extenuating circumstances can be documented by the Provider to OPFF satisfaction, OPFF must terminate the Subcontract. OPFF has the sole authority to determine whether there are extenuating or mitigating circumstances. The Provider further acknowledges and agrees that during any period in which the Provider fails to meet these standards, regardless of any additional time allowed to correct performance deficiencies, payment for deliverables may be delayed or denied and financial consequences may apply.

Subcontract **Section 3 PAYMENT, INVOICE AND RELATED TERMS**, is hereby deleted and the following is inserted in lieu thereof:

3. PAYMENT, INVOICE AND RELATED TERMS

The OPFF pays for services performed by the Provider during the service performance period of this Subcontract according to the terms and conditions of this Subcontract in an amount not to exceed that set forth in Section 1.1 hereof, , subject to the availability of funds and satisfactory performance of all terms by the Provider. Except for advances, if any, provided for in this Subcontract, payment shall be made only upon written acceptance of all services per 3.1 by the OPFF/HFF and shall remain subject to subsequent audit or review to confirm subcontract compliance. The State of Florida's performance and obligation to pay under this Subcontract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Subcontract.

3.1. Prompt Payment

Per §215.422, F.S., the OPFF has five business days to inspect and approve goods and services, unless the bid specifications, purchase order, or this subcontract elsewhere specifies otherwise. The OPFF determination of acceptable services shall be conclusive. The OPFF receipt of reports and other submissions by the Provider does not constitute acceptance thereof, which occurs only through a separate and express act of the Contract Specialist. For any amount that is authorized for payment but is not available within 40 days, measured from the latter of the date a properly completed invoice is received by the OPFF or the goods or services are received, inspected, and approved (or within 35 days after the date eligibility for payment of a health care provider is determined), a separate interest penalty as described in §215.422, F.S., will be due and payable in addition to the amount authorized for payment. Interest penalties less than one dollar will not be paid unless the Provider requests payment.

3.2. Method of Payment

The Provider shall be paid in accordance with Exhibit A, Section 3, Method of Payment and Invoices. This is a cost reimbursement contract and is contingent upon availability of funds. OPFF shall pay the Provider for the delivery of service units provided in accordance with the terms and conditions of the subcontract.

3.3. Invoices

3.3.1. Generally. The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit. Where itemized payment for travel expenses is permitted in this Subcontract, the Provider shall submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this

Subcontract. See Exhibit A, Section 3 for Fiscal Workbook breakdown. Any payment due under the terms of this Subcontract may be withheld until performance of services and all reports due from the Provider and necessary adjustments thereto, have been approved by OPFF.

- 3.3.2.** The Provider shall submit invoices for payment, including any permitted travel expenses in this Subcontract, in accordance with §287.058(1)(a) – (b), F.S.
- 3.3.3.** The OPFF will not pay any invoice for payment received more than 30 days after this Subcontract ends or is terminated. Any payment due may be withheld until performance of services and all reports due from the Provider and necessary adjustments thereto, have been approved by the OPFF.
- 3.3.4. Final Invoice.** The final invoice for payment shall be submitted to OPFF no more than 30 days after the Subcontract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and OPFF will not honor any requests submitted after the aforesaid time period.

3.4. Financial Consequences

If the Provider fails to perform in accordance with this Subcontract or perform the minimum level of service required by this Subcontract, the OPFF will apply, at a minimum, financial consequences under §§287.058(1)(h) and 215.971(1)(c), F.S., as well as those provided for in 6.1. Other financial consequences directly related to the deliverables under this Subcontract are defined in Exhibit F. The foregoing does not limit the OPFF's use of additional financial consequences, including refusing to make payment, withholding payments until deficiency is cured, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent this Subcontract so provides, or termination of this Subcontract per 6.2 and requisition of services from an alternate source. Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined erroneous, is immediately due as an overpayment in accordance with 3.5, to the extent of such error.

The following financial consequences apply in addition to the Financial Consequences provided in Section 6.1.

- 3.4.1.** In addition to the financial penalties set out in Rule 65-29.001, F.A.C., for failure to comply with a requirement for corrective action, OPFF shall assess financial consequences for failure to meet the performance measures outlined in section 6.1.
- 3.4.2.** Upon OPFF's decision to impose financial consequences, written notification will be sent to the Provider. Notification will outline the performance measures for which financial consequences are being imposed, OPFF's concerns, the amount of the financial consequence and the month the deduction will be made on the invoice. The OPFF Accountant will deduct the amount of financial consequences imposed from the Provider's next monthly invoice as specified in the written notification.
- 3.4.3.** In the event that an extenuating circumstance beyond the control of the Provider affects the timely submission of a service unit, the Provider may request an extension of that specific due date as follows:
 - 3.4.3.1.** Extenuating circumstances will not be considered for the late submission of the final invoice as described in Section 3.2.2.
 - 3.4.3.2.** The Provider's representative possessing contract signature authority shall attest to and document the extenuating circumstance to the OPFF Accountant by the specified due date of the deliverable or service unit on Provider letterhead.
 - 3.4.3.3.** This written request shall detail the steps that the Provider has put into place to submit the required deliverable or service unit timely and provide a specific proposed due date for submission of the late deliverable or service unit.
 - 3.4.3.4.** This individual shall also detail the steps to avoid a future recurrence of such extenuating circumstance.
 - 3.4.3.5.** Submission of said attestation to the OPFF Accountant does not constitute acceptance of the attestation.
 - 3.4.3.6.** It is specifically intended by the parties that acceptance, in writing by the Contract Specialist, of the required attestation documenting the extenuating circumstance beyond the control of the Provider shall constitute a separate act and shall occur, if at all, within seven (7) calendar days following receipt of the attestation.

3.4.3.7. Barring the OPFF’s acceptance of extenuating circumstances beyond the control of the Provider, the OPFF Accountant shall assess financial consequences against the Provider for each performance measure not met.

3.4.4. Submission of an unacceptable invoice, supporting documentation, or report:

3.4.4.1. An unacceptable invoice or supporting documentation contains inaccurate or incomplete information or supporting documentation as specified.

3.4.4.2. An unacceptable report contains inaccurate or incomplete information or data and relates to any report the Provider is required to submit. The report may relate to tasks, activities, deliverables, data collection or analysis, or performance measures as specified in **Section C-2.6.**, Reports.

3.4.4.3. Financial Consequences will be assessed for the quarter that performance measures are not met.

3.5. Overpayments and Offsets

The Provider shall return erroneous payments, overpayments, or payments disallowed by this subcontract (including payments made for services subsequently determined by the OPFF to not be in full compliance with this Subcontract’s requirements) or law, including interest at a rate established per §55.03(1), F.S., within 30 days after discovery by the Provider, audit, or the OPFF. The OPFF may recover against such payments by deduction from subsequent payments under this or any other subcontract with the Provider, or any other lawful method. If this Subcontract involves federal or state financial assistance, the following applies: The Provider shall return to the OPFF unused funds, accrued interest earned, and unmatched grant funds within 30 days of the end date.

3.6. Rural Opportunities

If the Provider is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in §288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Contract to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting the criteria, the Provider may elect in writing to exercise this provision as defined in §215.971(1)(h), F.S.

Subcontract **Section 4 GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE**, is hereby deleted and the following is inserted in lieu thereof:

4. GENERAL TERMS AND CONDITIONS

4.1. Legal Compliance

4.1.1. The Provider shall comply with, and ensure its subcontractors, and others it arranges to provide deliverables comply with:

4.1.1.1 Applicable laws, rules, codes, ordinances, certifications, licensing requirements, Department of Children and Families (herein referred to as Department and/or the Department) and the Department’s Children and Families Operating Procedures (CFOP);

4.1.1.2 Department of Financial Services’ (DFS) “Reference Guide for State Expenditures” and active DFS Comptroller or Chief Financial Officer Memoranda. If this subcontract is funded by state financial assistance, those funds may only be used for allowable costs between the Effective Date and the End Date. Absent the OPFF’s authorization, unused state financial assistance funds must be returned to the OPFF;

4.1.1.3 Support for individuals with a disability or with limited English proficiency. The Provider and its subcontractors shall comply with CFOP 60-16, located at:

<https://www.myflfamilies.com/resources/policies-procedures/cfop-060-human-resources>, which includes completing the Civil Rights Compliance Checklist, (Form CF 946) annually and submitting for each fiscal year contract/amendment;

4.1.1.3.1. Single-Point-of-Contact - If the Provider or any of its Subcontractors employs 15 or more employees, the Provider and all Subcontractors (if applicable) shall each designate a Single-Point-of-Contact to ensure effective communication with deaf or

hard-of-hearing customers or companions in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4.

- 4.1.1.3.2. Single-Point-of-Contact Information** - The name and contact information for the Provider's and Subcontractor's Single-Points-of-Contact shall be furnished to the Subcontract Specialist using **Attachment 8-Single-Points-of-Contact** Information with the executed Subcontract and within five (5) calendar days of any Single-Point-of-Contact change. Submit to the Subcontract Specialist at Hffdeliverables@ounce.org.
- 4.1.1.3.3. Single-Point-of-Contact Compliance** - The Provider shall, Sub-contractually require that its Subcontractors comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each Subcontractor that employs 15 or more employees. This Single-Point-of-Contact will coordinate activities and reports with the Provider's Single-Point-of-Contact.
- 4.1.1.3.4. Single-Point-of-Contact Compliance Data** - The Provider's Single-Point-of-Contact and that of its Subcontractors will process the compliance data into the Department's HHS Compliance reporting Database by 12 noon Eastern time on the **3rd** calendar day of the month (unless the 3rd falls on Saturday, Sunday or a Holiday, then it will be due the previous business day), covering the previous month's reporting, and forward confirmation of submission to the Contract Specialist at Hffdeliverables@ounce.org.
- 4.1.1.3.5. The Single-Point-of-Contact Duties**
- 4.1.1.3.6.1** This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the Provider's Single-Point-of-Contact.
- 4.1.1.3.6.2** Shall ensure that employees are aware of the requirements, roles and responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4.
- 4.1.1.3.6.3** Employees of providers and their Subcontractors with 15 or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.
- 4.1.1.3.6.4** The Provider's Single-Point-of-Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the deaf or hard-of-hearing customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by The Provider and its subcontractors. The approved Notice is available at: <https://www.myflfamilies.com/general-information/office-civil-rights/>
- 4.1.1.3.6. Deaf or Hard-of-Hearing Online Training and Attestation** - The Department requires each Contract/Subcontract Provider agency's direct service employees to complete **Serving Our Customers Who are Deaf or Hard-of-Hearing Online training** and sign **Attachment 17 - DCF Support to the Deaf and Hard-of-Hearing Attestation of Understanding Form**. The training and the attestation must be completed upon hire and within three weeks of update notification from HFF Central Office. Direct service employees performing under this Subcontract will also print their certificate of completion, attach it to their Attestation of Understanding (<http://www.dcf.state.fl.us/admin/training/docs/DCF%20Attestation%20Form.pdf>), and maintain them in their personnel file. The training and the Attestation form are located at <http://www.myflfamilies.com/service-programs/deaf-and-hard-hearing/training>.

- 4.1.1.3.7. Deaf or Hard-of-Hearing Affidavit** - The Provider must submit an original notarized **Attachment 22- Letter of Affidavit for ADA, HIPAA and DCF Security Awareness On-line Training** to Hffdeliverables@ounce.org within three (3) weeks of update notification from HFF Central Office attesting that **all** employees, including HFF Grant, Subcontracted and Contribution funded staff, have completed the ADA Deaf and Hard of Hearing online training. The affidavit also attests that the completed certificates and signed Deaf or Hard-of-Hearing Attestation of Understanding forms have been printed and are maintained in each employees personnel file. The contract specialist will send the Letter of Affidavit on ADA Deaf and Hard of Hearing online training template out upon notification of updated training.
- 4.1.1.3.8. Compliance Report** - Even if no services to the deaf or hard-of-hearing were provided, the Provider shall submit compliance reports online at https://fs16.formsite.com/DCFTraining/Monthly-Summary-Report/form_login.html by 12 noon Eastern time on the **3rd** calendar day of the month (unless the 3rd falls on Saturday, Sunday or a Holiday, then it will be due the previous business day). The Provider will receive a verification email that must be forwarded, by 12 noon Eastern Time on the **3rd** calendar day of the month to (Hffdeliverables@ounce.org). Back-up documentation must also be submitted in the following instances:
- 4.1.1.3.9.1** The participant/companion requested auxiliary aid and it was not provided
- 4.1.1.3.9.2** The auxiliary aid or service provided did not meet the expectations of the participant/companion or staff
- 4.1.1.3.9.3** The communication was not found to be effective
- 4.1.1.3.9.4** The requested auxiliary aid or service was denied
- 4.1.1.3.9.5** When requested by the Department of Health and Human Services
- 4.1.1.3.9. Customized Auxiliary Aids and Services Plan** - The Provider and its Subcontractors must develop a Customized Auxiliary Aids and Services Plan using the local resources. The Auxiliary Aids and Services Plan must include the responsibilities of the Single-Point-of-Contact and procedures to be followed in providing services to the deaf and hard-of-hearing. This plan must also meet the requirements of the Health and Human Services Settlement Agreement, located at http://www.dcf.state.fl.us/admin/servicedelivery/docs/HHS_SettlementAgreement-Signed1262010.pdf. The Auxiliary Aids and Services Plan must be submitted to HFF Deliverables hffdeliverables@ounce.org no later than close of business July 30 of each state fiscal year of the Subcontract.
- 4.1.1.3.10. Documentation of Preferred Method of Communication** - The Provider and its Subcontractors shall document the customer's or companions preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Provided on the Customer or Companion Communication Assessment and Auxiliary Aid and Service Record, located at <https://www.myflfamilies.com/service-programs/deaf-and-hard-hearing/docs/DCFStatewideAuxiliaryAidsandServicesPlan.pdf>.
- 4.1.1.3.11.** Documentation, with supporting justification, must also be made if any request was not honored. This form must be completed at the time of assessment and each time a service is provided for participants and/or companions that are deaf or hard-of-hearing. For families that were assessed, but not enrolled, the original should be kept with the assessment and a copy sent to the Provider's Single-Point-of-Contact. For families that enroll, originals must be maintained in the participant file and copies sent to the Provider's Single-Point-of-Contact.
- 4.1.1.3.12. Customer/Companion Feedback** - The Provider shall distribute the Customer/Companion Feedback Form located at <https://www.myflfamilies.com/general-information/office-civil-rights/> to customers

or companions, and provide assistance in completing the forms as requested by the customer or companion. For participants on all levels except 3 and 4, the form shall be provided on the last visit of the month. For participants on levels 3 and 4, the form shall be provided during each visit. These forms shall be submitted to the Office of Civil Rights.

- 4.1.1.3.13. HFF Limited Authorization for Exchange of Information** - If customers or companions are referred to other agencies and the receiving agency has been included on the signed HFF Limited Authorization for Exchange of Information form, the Provider must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service's needs.
- 4.1.1.3.14. Documentation** - For each deaf or hard-of-hearing individual that enrolls or if the participant's companion is deaf or hard-of-hearing, the communication plan on the second page of the Customer or Companion Assessment and Auxiliary Aid and Service Record must be filled out during the first home visit and any time the plan needs to be updated.
- 4.1.1.3.15. Interpreter Services** - The Provider must offer free interpreter services to all participants and their companions if either are deaf or hard-of-hearing. If a participant or companion accepts or refuses the free aid offered, the Customer or Companion Request for Free Communication Assistance or Waiver of Free Communication Assistance form, located at <https://www.myflfamilies.com/general-information/office-civil-rights/> should be completed when offered and any time there is a change in the communication preference. This form should be maintained in the participant file with a copy sent to the Provider's Single-Point-of-Contact.
- 4.1.1.4 Civil Rights Compliance Checklist** - If employing fifteen or more employees, the Provider shall complete **Attachment 7-Civil Rights Compliance Checklist** Civil Rights Compliance Checklist, CF Form 946 within thirty (30) days of execution of this Contract and annually thereafter in accordance with CFOP 60-16 and 45 CFR, Part 80.
- 4.1.1.5 Improvements** - Funds provided under this Contract for the purchase of or improvements to real property are contingent upon the Provider granting the State a security interest in the property at least to the amount of the State funds provided for at least five years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of funds for this purpose, if the Provider disposes of the property before the State's interest is vacated, the Provider shall refund the pro-rata share of the State's initial investment [(initial investment) x (length of time from purchase to disposal/the term of the security interest)]; and
- 4.1.1.6** If the Provider has one or more contracts for services with the Agency for Persons with Disabilities, or the Departments of Health, Elderly Affairs, or Veteran's Affairs, the Provider shall provide the following by Notice on each of those contracts:
- 4.1.1.6.1.** The name of the issuing state agency and the applicable office or program;
 - 4.1.1.6.2.** Identifying name and number;
 - 4.1.1.6.3.** Starting and ending date;
 - 4.1.1.6.4.** Total dollar amount;
 - 4.1.1.6.5.** Purpose and the types of services provided; and
 - 4.1.1.6.6.** Name and contact information for the state agencies' Contract Manager.

4.2. Certifications and Attestations

- 4.2.1. Common Carrier.** If the Provider is a common carrier or any of its subcontractors are a common carrier, the Provider and/or its subcontractors must complete **Attachment 40-Common Carrier Attestation** (PUR 1808) as required by §908.111, F.S. and Rule 60A-1.020, F.A.C. A violation of the attestation by the Provider or subcontractor shall be grounds for termination with cause. Extensions, amendments, and renewals are subject to the requirements of §908.111, F.S.

4.2.2. Foreign Countries of Concern Prohibition. If the Provider has access to an individual’s Personal Identifying Information as defined in Rule 60A-1.020, F.A.C, and §501.171, F.S. the Provider and/or its subcontractors must complete **Attachment 39- Foreign Countries of Concern Attestation** (PUR 1355) as required by §287.138, F.S. and Rule 60A-1.020, F.A.C. A violation by the Provider or subcontractor shall be grounds for consequences as provided in §287.138, F.S. Extensions and renewals are subject to the requirements of §287.138, F.S.

4.2.3. Sudan, Iran, Cuba, Syria, and Israel Certifications. Where applicable, in compliance with §287.135(5), F.S., the Provider certifies, by execution of this agreement, the Provider is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List and that it does not have business operations in Cuba or Syria, and is not participating in a boycott of Israel.

4.2.4. Certification Regarding Lobbying. If this Contract contains Federal funding in excess of \$100,000, the Provider certifies clauses 4.2.4.1 – 4.2.4.3. If an Amendment to this contract causes the Federal funding to exceed \$100,000, the Provider must, prior to amendment execution, complete **Attachment 5 - Certification Regarding Lobbying** form, and return it to the Contract Manager.

4.2.4.1. 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.

4.2.4.2. 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.

4.2.4.3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4.3. Use of Funds for Lobbying Prohibited

Contract funds are not used for lobbying the Legislature, the judicial branch, or a State Agency. §§11.062 and 216.347, F.S.

4.4. Use of Funds for Diversity, Equity, and Inclusion Prohibited

No State funding under this Subcontract is being provided for, promoting, advocating for, or providing training or education on “Diversity, Equity, and Inclusion” (DEI). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual’s action is inherently, unconsciously, or implicitly biased on the basis of such classification.

4.5. Coercion for Labor or Services Prohibited

In accordance with §787.06(13), F.S., under penalty of perjury, the Provider’s duly authorized official

and signatory hereof, declares the Provider does not use coercion for labor or services as those terms are defined in §787.06(2), F.S.

4.6. Independent Contractor, Subcontracting and Assignments

4.6.1. In performing its obligations under this Subcontract, the Provider is an independent subcontractor and not an officer, employee, or agent of the State of Florida or OPFF, except where the Provider is a State agency. The Provider, its agents, employees, subcontractors, or assignees shall not represent to others they are agents of or have the authority to bind the Department or OPFF by virtue of this subcontract, unless specifically authorized in writing to do so. This Subcontract does not create any right of any individual to OPFF or State retirement, leave benefits or any other benefits of State employees due to performing the duties or obligations of this Subcontract.

4.6.2. The Department/OPFF will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by the Department/OPFF in this Subcontract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees are the sole responsibility of the Provider and its subcontractors. No joint employment is intended and regardless of any provision directing the manner of provision of services, the Provider and its subcontractors alone are responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.

4.6.3. The Provider shall not assign its responsibilities under this Subcontract to another party, in whole or in part, without prior written approval of the Department/OPFF. Such assignment occurring without prior approval of the Department/OPFF shall be null and void.

4.6.4. Additional Terms if Subcontracting is Permitted

4.6.4.1 The Provider cannot subcontract for any of the work contemplated under this Subcontract without the Department/OPFF's prior written approval. The Provider shall take all actions necessary to ensure each subcontractor of the Provider is an independent contractor and not an officer, employee, or agent of the State of Florida or OPFF.

4.6.4.2 The Provider is responsible for all work performed and for all commodities produced pursuant to this subcontract whether actually furnished by the Provider or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Provider further agrees the Department/OPFF shall not be liable to the subcontractor in any way or for any reason relating to this Subcontract.

4.6.4.3 The Provider shall include the substance of all clauses contained in this Subcontract relevant to subcontractor compliance in all subcontracts and any sub-subcontracts.

4.7. Indemnity

4.7.1. This is the sole term covering indemnification. No other indemnification clause applies to this Subcontract. The Provider shall indemnify the OPFF and the Department, where indemnification is not limited by law, as follows:

4.7.1.1 Personal Injury and Damage to Real or Tangible Personal Property.

The Provider shall be fully liable for, and fully indemnify, defend, and hold harmless the OPFF, the State, the Department, and their officers, agents, and employees, from any suits, actions, damages, attorneys' fees, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property allegedly caused in whole or in part by the Provider, provided however, the Provider need not indemnify, defend and hold harmless the OPFF, the State or the Department for that portion of any loss or damages proximately caused by the negligent act or omission of the OPFF, the State, the Department, and their officers, agents, and employees. However, should conflict arise between the terms of this agreement and §§39.011, 394.9085, and 409.993, F.S., these statutory provisions control.

4.7.1.2 Intellectual Property Liability.

The Provider shall fully indemnify, defend, and hold harmless the OPFF, the State, the Department, and their officers, agents, and employees from any suits, actions, damages, attorney's fees, and costs of every name and description, arising from or relating to violation or infringement of a trademark, copyright, patent, trade dress, trade secret or other intellectual property right. This intellectual property liability indemnification obligation will not apply to the Department/OPFF's misuse or modification of the Provider's products or the Department/OPFF's operation or use of the Provider's products in a manner not contemplated by this Subcontract. If any product is the subject of an infringement suit, or in the Provider's opinion, is likely to become the subject of such a suit, the Provider shall, at its sole expense, procure for the OPFF and the Department the right to continue using the product or to modify it to become non-infringing. If the Provider is not reasonably able to modify or otherwise secure the OPFF and the Department the right to continue using the product, the Provider shall remove the product and refund the OPFF and the Department the amounts paid more than a reasonable rental for past use. The OPFF, the State and the Department will not be liable for any royalties, or licensing fees, not included in this Subcontract.

4.7.1.3 Actions Related to this Contract.

The Provider shall fully indemnify, defend, and hold harmless the OPFF, the State and the Department, and their officers, employees, and agents from any suits, actions, damages, fines, claims, assessments, attorney's fees, and costs of every name and description, arising from or relating to any acts, actions, breaches, neglect, or omissions of the Provider related to this Subcontract, as well as for any determination arising out of or relating to this Subcontract that the Provider is not an independent contractor vis-a-vis the Department.

4.7.2. Subcontracts. The Provider shall include in all subcontracts and ensure all resulting subcontracts include the requirement that such resulting contractors indemnify, defend, and hold harmless the OPFF, the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including any and all attorney's fees, arising from or relating to any alleged act or omission by subcontractors, their officers, employees, agents, partners, subcontractors, assignees, or delegates alleged caused in whole or in part by contracted entities, their agents, employees, partners or subcontractors; provided, however, that contracted entities will not indemnify for that portion of any loss or damages proximately caused by the negligent acts or omissions of the OPFF/Department. The Provider shall indemnify, defend, and hold harmless the OPFF, the State and the Department from the consequences of such a breach.

4.7.3. The indemnification requirement in 4.7.1 does not apply if the Provider is a governmental entity, prohibited by law, or constrained by lack of legal authority, from indemnifying the OPFF, the State, the Department, or other party. In such instances, the Provider remains liable for the Provider's own actions to the extent such liability exists in the absence of the legally impermissible indemnification.

4.7.4. Nothing in this Subcontract constitutes a waiver of sovereign immunity or consent by the OPFF, the Department, or the State, or its subdivisions to suit by third parties or an agreement by the OPFF, the Department, the State, or its subdivisions to indemnify any person.

4.8. Insurance

4.8.1. Workers' Compensation Insurance (WCI). To the extent and degree required by law, the Provider shall self-insure or maintain WCI covering its employees connected with the services provided hereby. The Provider shall require subcontractors provide WCI for its employees absent coverage by the Provider's WCI.

4.8.2. General Liability Insurance. The Provider shall secure and maintain, and ensure subcontractors secure and maintain, Commercial General Liability Insurance, including bodily injury, property damage, personal and advertising injury, and products and completed operations.

This insurance will provide coverage for all claims that may arise from the services completed under this Subcontract, whether such services are by the Provider or anyone employed by it. Such insurance shall include the OPFF, the Department (State) as an additional insured for the entire length of this Subcontract. The limits of liability necessary to provide reasonable financial protections to the Provider and the State under this subcontract are listed in section 4.8.5.

4.8.3. Cyber/Network Security and Privacy Liability Insurance. The Provider will, for itself if providing Cyber/Network solutions or handling confidential information, secure and maintain, and ensure any subcontractor providing Cyber/Network solutions or handling confidential information, secure and maintain liability insurance, written on an occurrence basis, covering civil, regulatory, and statutory damages; contractual damages; data breach management exposure; and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information with minimum limits. The Provider shall set the limits of liability necessary to provide reasonable financial protections to the Provider and the State under this Contract.

4.8.4. Authorized Insurers and Documentation. All insurance policies will be with insurers authorized, and through insurance agents licensed, to transact business in the State, as required by chapter 624, F.S., or upon approval of the OPFF with a commercial self-insurance trust fund authorized under §624.462, F.S.

4.8.4.1. The Provider shall provide twenty-five (25) calendar days written notice of cancellation of any insurance required by 4.8 to the OPFF. The Provider shall submit certificates of insurance coverage, or other evidence of insurance coverage acceptable to the OPFF and provide the OPFF 10 days prior Notice of any cancellation or nonrenewal.

4.8.4.2. By September 30, and upon renewal, the Provider shall furnish OPFF written verification supporting both the determination and existence of such insurance coverage for both the site and the Subcontractor.

4.8.5. Minimum Insurance Coverages

Type of Insurance	Minimum Amount Per Claim	Minimum Amount Aggregate
Commercial General Liability	\$1,000,000	\$3,000,000
Professional Liability	\$1,000,000	\$3,000,000
Sexual Abuse and Molestation Coverage	\$1,000,000	\$1,000,000
Cyber/Network Security and Privacy Liability Insurance	The Provider shall set the limits of liability necessary to provide reasonable financial protections to the Provider and the State under this Contract	
Automobile Minimum bodily injury (If Applicable)	\$100,000 per person	\$300,000 per accident
Worker's Compensation	\$100,000 per person, \$100,000 per accident	\$500,000

4.9. Notice of Legal Actions

The Provider shall notify the OPFF and the HFF Executive Director within 5 days after becoming aware of potential legal action or immediately upon notice of actual legal actions against the Provider related to services provided by this Subcontract, that may impact deliverables or the Department/OPFF.

4.10. Intellectual Property

4.10.1 Intellectual property rights to all property created or otherwise developed as part of this

Subcontract by the Provider (either directly or through a subcontractor) for the OPFF/Department as a work made for hire will be owned by the State. The Provider's title to intellectual property not developed as a work made for hire is unaffected. If software is being created as a work for hire the Provider shall deliver to the OPFF/Department at no additional cost the decompiled source code, data libraries, manuals, documentation, and any other data or material necessary for the software to function as intended and be replicated and modified. If software or other intellectual property is not a work for hire, but is developed through performance of services under this Subcontract, the State of Florida is granted a perpetual, non-exclusive, non-assignable, royalty-free license to use, copy and modify such intellectual property for state business by any of the State of Florida's departments, subdivisions, or agents.

- 4.10.2** A thing capable of being trademarked developed in anticipation, or as a result, of this subcontract will be trademarked by or on behalf of the OPFF/Department. Only after the OPFF/Department declines, by Notice, to hold such trademark, may the Provider trademark such a thing in its own name.
- 4.10.3** Any website developed in anticipation, or as a result, of this subcontract will be placed in a domain of the OPFF/Department's choice, copyrighted in the OPFF/Department's name. Only if the OPFF/Department declines, by Notice, such placement or copyright, may the Provider copyright such a thing in its own name.
- 4.10.4** Any inventions or discoveries developed during or as a result of services performed under this Subcontract which are patentable pursuant to 35 U.S.C. §101 are the sole property of the State. The Provider shall inform the OPFF/Department of any inventions or discoveries developed or made in connection with this Contract and will be referred to the OPFF and the Florida Department of State for a determination on whether patent protection will be sought for the invention or discovery. The State will be the sole owner of all patents resulting from any invention or discovery made in connection with this Contract.
- 4.10.5** The Provider shall notify the OPFF/Department of any intellectual property developed in connection with this Subcontract.
- 4.10.6** If the Provider is a member of the State University System, the Department's intellectual property rights under 4.10, will be a fully paid up, perpetual, royalty-free license, including the ability to modify and access to resources unique to the Provider necessary to modify (for software, a decompiled version of the source code).

4.11. Transition Activities

When services that are the subject of the Subcontract continue through another provider, after the End Date, the Provider shall, without additional compensation, complete all actions necessary to smoothly transition service to the new provider. This includes the transfer of relevant data and files, as well as property funded or provided pursuant to this Subcontract. The Provider shall be required to support an orderly transition to the next provider, no later than the End Date and shall support the requirements for transition specified in an approved Transition Plan, which the Provider shall develop in consultation with the OPFF.

4.12. Publicity

- 4.12.1. State Requirements** - The Provider and its employees, agents, and representatives shall not, without prior written consent of the Department in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State agency or affiliate or any officer or employee of the State, or any State program or service, or represent, directly or indirectly, that any product or service provided by the Provider has been approved or endorsed by the State, or refer to the existence of this Subcontract in press releases, advertising or materials distributed to the Provider's prospective customers.
- 4.12.2. OPFF Requirements** - The Provider and its employees, agents, and representatives shall not, without prior written consent of the OPFF in each instance, use in advertising, publicity or any other promotional endeavor any OPFF/HFF mark, the name of the OPFF/HFF mark, the name

of the OPFF/HFF or any OPFF/HFF agency or affiliate or any officer or employee of the OPFF/HFF, or any OPFF/HFF program or service, or represent, directly or indirectly, that any product or service provided by the Provider has been approved or endorsed by the OPFF/HFF, or refer to the existence of this Subcontract in press releases, advertising or materials distributed to the Provider's prospective customers.

4.13. Sponsorship

As required by §286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by State funds, including any funds obtained through this Subcontract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: .

- 4.13.1.** In publicizing, advertising or describing the sponsorship of the program through text, state:
"An affiliate of Healthy Families America®, sponsored by the Ounce of Prevention Fund of Florida and the State of Florida, Department of Children and Families."
- 4.13.2.** If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in at least the same size letters or type as the name of the organization.
- 4.13.3.** Alternatively, when using logos, the local site logo shall be accompanied by the Ounce of Prevention (OPFF), Department of Children and Families (Department) and Healthy Families America Affiliate logos.
- 4.13.4.** If the logos are used, the OPFF/ HFF, Department and Healthy Families America Affiliate logos must be the same size as the organization's logo.

4.14. Employee Gifts

The Provider agrees it shall not offer to give or give any gift to any OPFF/Department employee during the service performance period of this Subcontract and for two years thereafter. In addition to any other remedies available to the OPFF/Department, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider shall ensure any subcontractors comply with these provisions.

4.15. Mandatory Reporting Requirements

The Provider and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Provider, and of any subcontractor, providing services in connection with this Subcontract who has any knowledge of a reportable incident shall report such incident as follows:

- 4.15.1.** The OPFF/HFF must be copied on all incidents and reports that are sent to the Office of Inspector General.
- 4.15.2.** A reportable incident is defined in CFOP 180-4.
- 4.15.3. Timeframe** - Suspected or confirmed allegations as outlined in paragraph 5 of CFOP 180-4 must be reported to OPFF/HFF within two (2) business days of discovery.
- 4.15.4.** Reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to:
 - 4.15.4.1.** Department's Office of Inspector General
 - 4.15.4.2.** DCF Contract Manager
 - 4.15.4.3.** HFF Assistant Director at Cmurphy@ounce.org
- 4.15.5.** Other reportable incidents shall be reported to the Department's Office of Inspector General within two business days of discovery through the Internet at:
<https://www.myflfamilies.com/about/additional-services-offices/office-inspectorgeneral/investigations/inspector-general> .
- 4.15.6.** By completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at: IG.Complaints@myflfamilies.com.

4.15.7. The Provider and subcontractor may also mail or fax the completed forms to the Office of Inspector General, 2415 North Monroe Street, Suite 400, Tallahassee, Florida, 32303-4190; or (850) 488-1428.

4.15.8. Completing the document online at <http://www.dcf.state.fl.us/admin/ig/rptfraud1.shtml>

4.16. Employment Screening

4.16.1. As described in CFOP 60-25, Chapter 2 (implementing §110.1127, F.S.), as a condition of initial and continued employment, the Provider shall ensure all staff, whether employees or independent contractors, are screened by the Department in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards in §§435.04, 110.1127, and 39.001(2), F.S., including:

4.16.1.1. Employment history checks

4.16.1.2. Fingerprinting for all criminal record checks;

4.16.1.3. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);

4.16.1.4. Federal criminal records checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement;

4.16.1.5. Security background investigation, which may include criminal record checks by local law enforcement agencies; and

4.16.1.6. Attestation by each employee, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to chapter 435, F.S., and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

4.16.2. Employment Screening Affidavit - The Provider shall sign Attachment 21 - Florida Department of Children and Families Employment

Screening Affidavit each State fiscal year (no two such affidavits will be signed more than 13 months apart) for the term of this Subcontract stating that all required staff have been screened upon hire and at five (5) year increments of service, and/or the Provider is awaiting the results of screening. The contract specialist will communicate with an email upon notification of updated training and the Affidavit must be submitted to hffdeliverables@ounce.org within three (3) weeks of notification.

4.16.3. The Department requires the use of the Office of Inspector General's **Request for Reference Check (Form CF 774) - Attachment 41**, stating: "As part of the screening of an applicant being considered for appointment to a career service, selected exempt service, senior management, or OPS position with the Department of Children and Families (Department) **or** employed with a Subcontract or Subcontract Provider, a check with the Office of Inspector General (OIG) is required to determine if the individual is or has been the subject of an investigation with the OIG. The request will only be made on the individual that is being recommended to be hired for the position, if that individual has previously worked for the Department or a Contract or Subcontract Provider, or if that individual is being promoted, transferred, or demoted within the Department or Contract or Subcontract Provider."

4.17. Human Subject Research

Any human subject research under this Subcontract within the scope of 45 Code of Federal Regulations (CFR), Part 46, and 42 United States Code (U.S.C.) §289, et seq. may not commence until after review and approval by a duly constituted Department Institutional Review Board.

4.17.1 Research and Evaluation Activities - Cooperate with and participate in research and evaluation activities conducted by the OPFF/HFF, Sub-contractual personnel or third party evaluators; to grant access to records, documents, staff and participants in order to collect information relative to this program, its performance and effectiveness; to facilitate contact with community agencies for the researchers; to use and/or test any data collection instruments designed for research purposes; to participate in work groups involving research and evaluation studies; and to assist and advise in program replication efforts as requested.

- 4.17.2 Research and Evaluation Notification** - Notify the OPFF/HFF of any plans or requests to conduct research on or to evaluate HFF participants, services, staff or data that has already been collected. The Provider agrees to submit a formal request for approval or have the principal investigator submit the request to the HFF Executive Director using the Request to Conduct Research/Evaluation Outline. This document is an attachment in the HFF Policies and Procedures Manual. The Provider agrees not to engage in such research and evaluation until written permission is granted by the OPFF/HFF through an MOA.
- 4.17.3 Research and Evaluation Compliance** - Comply with the OPFF regarding **Protocols Ensuring the Protection of Human Subjects** to keep personal identifying information of participants confidential and secure. This document will be located in the HFF Resource Library located at http://www.healthyfamiliesfla.org/resource_login.asp.

Subcontract **Section 5 RECORDS, AUDITS AND DATA SECURITY**, is hereby deleted and the following is inserted in lieu thereof:

5. RECORDS, AUDITS AND DATA SECURITY

5.1. Records, Retention, Audits, Inspections and Investigations

- 5.1.1 Records** - The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the OPFF under this Subcontract. Upon demand, at no additional cost to the OPFF, the Provider shall facilitate the duplication and transfer of any records or documents during the term of this Subcontract and the required retention period in 5.1.2. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the OPFF.
- 5.1.2 Records Retention** - Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Subcontract shall be maintained by the Provider during the term of this Subcontract and retained for six years after completion of this Subcontract or longer when required by law. In the event an audit is required under this Subcontract, records shall be retained for a minimum six years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Subcontract, at no additional cost to the OPFF.
- 5.1.3 Records Review** - At all reasonable times for as long as records are maintained, persons duly authorized by the OPFF, Department and Federal auditors, pursuant to 2 CFR §200.337, shall be allowed full access to and the right to examine any of the Provider's subcontracts and related records and documents, regardless of their form.
- 5.1.4 Audit** - A financial and compliance audit shall be provided to the OPFF as specified in this Subcontract and in **Attachment 1-Financial and Compliance Audit** Instructions.
- 5.1.5 Compliance** - The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, F.S.).
- 5.1.6 Records, Retention, Audits, Inspections and Investigations** - The Provider shall not withhold any record or attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.
- 5.1.7 Inspections and Corrective Action** - The Provider shall permit all persons who are duly authorized by the OPFF/Department to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this Subcontract, and to interview any participants, employees and Subcontractor employees of the Provider to assure the OPFF of the satisfactory performance of the terms and conditions of this Subcontract. This includes at least one quality assurance visit per year and technical assistance based on the performance of the Provider. Following such review, the OPFF will deliver to the Provider a written report of the quality assurance findings and will request the Provider submit a corrective action/quality improvement plan, where appropriate. The Provider hereby agrees to timely

correct all deficiencies identified in the corrective action/quality improvement plan. This provision will not limit the OPFF's/ Department's choice of remedies under law, rule, or this contract.

5.2. The Provider's Confidential Information

- 5.2.1.** By executing this Subcontract, the Provider acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this Subcontract not specifically identified in writing by the Provider prior to execution hereof as "confidential" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to §215.985, F.S. The Provider, upon written request of the Department, shall promptly provide a written statement of the basis for the exemption applicable to each provision identified by the Provider as "confidential", including citation to a protection created by statute, and state with particularity the reasons the provision is confidential.
- 5.2.2.** Any claim by the Provider of trade secret confidentiality for any information contained in the Provider's documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted to the Department in connection with this Subcontract will be waived, unless the claimed confidential information is submitted in accordance with the following standards:
- 5.2.2.1** The Provider must clearly label any portion of the documents, data, or records submitted it considers confidential pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts authorizing exemption of the information from public disclosure. If different statutes or facts are claimed applicable to different portions of the information, the Provider shall include information correlating the nature of the claims to the particular information.
- 5.2.2.2** The OPFF/Department, when required to comply with a public records request including documents submitted by the Provider, may require the Provider expeditiously submit redacted copies of documents marked as trade secret, in accordance with 5.2.2.1. Accompanying the submission shall be an updated version of the justification under 5.2.2.1, corresponding specifically to redacted information, either confirming the statutory and factual basis originally asserted remains unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions claimed trade secret. If the Provider fails to promptly submit a redacted copy, the OPFF/Department is authorized to produce the records sought without any redaction of trade secret information.
- 5.2.3.** The Provider shall be responsible for defending its claims that every portion of the redactions of trade secret information are exempt from inspection and copying under Florida's Public Records Law.

5.3. Health Insurance Portability and Accountability Act (HIPAA)

Should this Subcontract involve Provider access to protected health information (PHI) the Provider shall be a "Business Associate" limited to the following permissible uses and disclosures. Reference to a section in the HIPAA Rules means the section as in effect or as amended. The Provider shall assist the Department in amending this Subcontract to maintain compliance with HIPAA Rules and any other applicable law requirements. Any ambiguity in 5.3 will be interpreted to permit compliance with the HIPAA Rules. Within the Department, the Human Resources Manager for Civil Rights has been designated the HIPAA Privacy Officer.

5.3.1 Catch-all Definitions. The following terms as used in 5.3 have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Unsecured Protected Health Information, and Use.

5.3.2 Specific Definitions for 5.3

5.3.2.1 "Business Associate" has the same meaning as the term "business associate" at 45 CFR

§160.103.

- 5.3.2.2 “Covered Entity” has the same meaning as the term “covered entity” at 45 CFR §160.103, and for purposes of this Contract includes the Department.
- 5.3.2.3 “HIPAA Rules” will mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.
- 5.3.2.4 “Subcontractor” has the same meaning as the term “subcontractor” at 45 CFR §160.103 and includes individuals to whom a Business Associate delegates a function, activity, or service, other than as a member of the workforce of such Business Associate.

5.3.3 Obligations and Activities of the Provider

The Provider shall:

- 5.3.3.1 In compliance with 45 CFR § 164.504(e), the Provider shall comply with the provisions of **Attachment 2-HIPAA Addendum** to this Subcontract, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Provider or its Subcontractors incidental to the Provider's performance of this Subcontract.
- 5.3.3.2 **HIPAA Training** - All HFF grant and contribution funded staff, including Subcontracted staff, must complete the latest Health Insurance Portability and Accountability Act (HIPAA) online “HIPAA Information and Action” training, located on the Internet at <https://www.myflfamilies.com/general-information/DCF-training/> upon hire and annually upon notification from HFF Central Office of updates. Staff must print the completed certificate as evidence that the online training was completed. Certificates must be maintained in the employee’s personnel file.
- 5.3.3.3 **HIPAA Affidavit** - The Provider must submit an original notarized **Attachment 22-Letter of Affidavit for ADA, HIPAA and DCF Security Awareness On-line Training** to Hffdeliverables@ounce.org within three (3) weeks of update notification attesting that all employees, both HFF Grant and Contribution funded staff, have completed the Health Insurance Portability Accountability Act (HIPAA) online training. The affidavit also attests that the completed certificates have been printed and will be maintained in each employee’s personnel file. The contract specialist will send the Letter of Affidavit on HIPAA Online Training template out upon notification of updated training.
- 5.3.3.4 Not use or disclose PHI except as permitted or required in by 5.3 or law;
- 5.3.3.5 Use the appropriate administrative safeguards in 45 CFR §164.308, physical safeguards in 45 CFR §164.310, and technical safeguards in 45 CFR §164.312; including policies and procedures regarding the protection of PHI in 45 CFR §164.316 and the provisions of training on such policies and procedures to applicable employees, independent providers, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI Provider may create, receive, maintain or transmit on the Department’s behalf;
- 5.3.3.6 Acknowledge that the foregoing safeguards, policies and procedures requirements apply to the Provider in the same manner as such requirements apply to the Department; and the Provider and Subcontractors are directly liable under the civil and criminal enforcement provisions of §§13409 and 13410 of the HITECH Act, 45 CFR §§164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and resulting U.S. Health and Human Services (HHS) guidance thereon;
- 5.3.3.7 Report to the Department any use or disclosure of PHI not permitted by 5.3, including breaches of unsecured PHI as required at 45 CFR §164.410, and any security incident;
- 5.3.3.8 Notify the Department’s HIPAA Security Officer, HIPAA Privacy Officer, and Contract Manager within **120** hours after finding a breach or potential breach of personal and confidential data of the Department; and

- 5.3.3.9** Notify the Department’s HIPAA Privacy Officer, Department Contract Manager and OPFF/HFF Contract Manager within **24** hours of HHS notification of any investigations, compliance reviews, or inquiries concerning violations of HIPAA;
- 5.3.3.10** Provide additional information requested by the Department for investigation of or response to a breach;
- 5.3.3.11** Provide at no cost: Notice to affected parties within 30 days of determination of any potential breach of personal or confidential data of the Department (§501.171, F.S.); implementation of the Department’s prescribed measures to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential data of the Department; and, immediate actions limiting or avoiding recurrence of any breach or potential breach and any actions required by applicable federal and state laws and regulations regardless of the Department’s actions;
- 5.3.3.12** In accord with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), as applicable, ensure all entities creating, receiving, maintaining, or transmitting PHI on the Provider’s behalf are bound to the same restrictions, conditions, and requirements as the Provider by written contract or other written agreement meeting the applicable requirements of 45 CFR §164.504(e)(2) that the entity will appropriately safeguard the PHI. For prior contracts or other arrangements, the Provider shall provide written certification its implementation complies with 45 CFR §164.532(d);
- 5.3.3.13** Make PHI available in a designated record set to the Department as necessary to satisfy the Department’s 45 CFR §164.524 obligations;
- 5.3.3.14** Make any amendment to PHI in a designated record set as directed or agreed to by the Department per 45 CFR §164.526, or take other measures as necessary to satisfy the Department’s 45 CFR §164.526 obligations;
- 5.3.3.15** Maintain and make available the information required to provide an accounting of disclosures to a covered entity as needed to satisfy the Department’s 45 CFR §164.528 obligations;
- 5.3.3.16** To the extent the Provider carries any obligation under 45 CFR Subpart E, comply with the requirements of Subpart E that apply to the Department in the performance of that obligation; and
- 5.3.3.17** Make internal practices, books, and records available to HHS for determining HIPAA rule compliance.
- 5.3.4** Provider and its Subcontractors may only use or disclose PHI as listed below:
 - 5.3.4.1.** To perform obligations under 5.3;
 - 5.3.4.2.** For archival purposes;
 - 5.3.4.3.** If necessary, for (a) proper management and administration or (b) to carry out legal responsibilities;
 - 5.3.4.4.** To disclose only if the disclosure is required by law; or (a) reasonable assurances are obtained from the disclosee that PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed, and (b) the disclosee agrees to notify the Provider of any instances in which the confidentiality and security of PHI has been breached;
 - 5.3.4.5.** To aggregate with PHI of other covered entities in its possession through its capacity as a Business Associate (as covered in **Attachment 2**) of such covered entities only to provide Department/OPFF data analyses relating to Department health care operations (as defined in 45 C.F.R. §164.501);
 - 5.3.4.6.** To conform with 45 CFR §164.514(b) in de-identifying PHI; or
 - 5.3.4.7.** To follow marketing, fundraising and research guidance in 45 CFR §164.501, 45 CFR §164.508 and 45 CFR §164.514.

5.3.5 Department Notifications Affecting Provider Disclosure of PHI

The Department will notify the Provider, to the extent it may affect Provider’s use or disclosure of PHI: of 45 CFR §164.520 limitations in the Notice of Privacy Practices; of changes in, or

revocation of, an individual's permission to use or disclose PHI; or of any restriction on the use or disclosure of PHI information the Department has agreed to or is required to abide by under 45 CFR §164.522.

5.3.6 Termination Regarding PHI

- 5.3.6.1. Termination for Cause.** Upon the Department's knowledge of a material breach of the Provider's duties under 5.3, the Department may: (a) Provide the Provider opportunity to cure the breach within the Department's specified timeframe; (b) Immediately terminate Contract or discontinue access to PHI; or (c) If termination or cure are not feasible, the Department will report the breach to the Secretary of HHS.
- 5.3.6.2. Provider Obligations Upon Termination.** Upon termination, the Provider, with respect to PHI received from the Department, or created, maintained, or received on behalf of the Department, will: (a) retain only PHI necessary to continue proper management and administration or to carry out legal responsibilities; (b) return PHI not addressed in (a) to the Department, or its designee; (c) upon the Department's permission, destroy PHI the Provider maintains in any form; (d) continue to use appropriate safeguards and comply with Subpart C of 45 CFR 164 with respect to electronic PHI to prevent use or disclosure of PHI, other than as provided for in (a) for retained PHI; (e) not use or disclose retained PHI other than for purposes for which PHI was retained and subject to the same conditions which applied prior to termination; and (f) comply with (b) and (c) when retained PHI is no longer needed under (a).
- 5.3.6.3. Obligations under 5.3.6.2 survive termination.**

5.4. Information Security

The Provider shall comply, and be responsible for ensuring subcontractors' compliance as if they were the Provider, with the following information security requirements whenever the Provider or its subcontractors have access to the Department's or OPFF's data information systems or maintains any client or other confidential information in electronic form.

- 5.4.1 Information Security Officer** - The Provider shall designate an Information Security Officer competent to liaise with the Department on security matters and maintain an appropriate level of information security for the OPFF and the Department's information systems, or any client or other confidential information the Provider is collecting or using in the performance of this Subcontract. An appropriate level of security includes approving and tracking all who request or have access, through the Provider's access, to the OPFF and the Department's information systems or any client or other confidential information. The Information Security Officer will ensure that any access to the OPFF and the Department's information systems or any client or other confidential information is removed immediately upon such access no longer being required for the Provider's performance under this Subcontract.
- 5.4.2 DCF Security Awareness Training** - The Provider shall provide the Department's latest security awareness training to all HFF grant and contribution funded staff, including Subcontracted staff, prior to granting access to the Department's information systems or any client or other confidential information.
- 5.4.2.1.** The Provider shall require all persons granted access to comply with, and be provided a copy of CFOP 50-2, and will sign the Department's Security Agreement (Form CF 0114) annually.
- 5.4.2.2.** This will be done upon hire and on an annual basis upon notification from HFF Central Office of Departmental updates. This training must be completed within three (3) weeks of notification from HFF Central Office. Staff must print the certificate as evidence that online training was completed. Certificates must be maintained in the employee's personnel file.
- 5.4.2.3. Attachment 16 - DCF Security Agreement Attestation** form CF 0114 must be signed at time of hire and on an annual basis upon notification from HFF Central Office of Departmental updates. This document may be obtained from the contract

specialist, found on the Resource Library located at:
http://www.healthyfamiliesfla.org/resource_login.asp or located at
<https://eds.myflfamilies.com/DCFFormsInternet/Search/DCFFormSearch.aspx>,

- 5.4.3 DCF Security Awareness Affidavit** - The Provider must submit an original notarized **Attachment 22- Letter of Affidavit for ADA, HIPAA and DCF Security Awareness On-line Training** to Hffdeliverables@ounce.org attesting that all employees, volunteers and interns, both HFF Grant and Contribution funded staff, have completed the Department of Children and Families Security Awareness Online Training. This training must be completed within three (3) weeks of notification from HFF Central Office of Departmental updates. The affidavit also attests that the completed certificates are maintained in each employee's personnel file. The contract specialist will send the Letter of Affidavit on Department Security Awareness template out upon notification of updated training.
- 5.4.4 Encryption** - The Provider shall prevent unauthorized disclosure or access, from or to the Department's information systems or client or other confidential information. Client or other confidential information on systems and network capable devices will be encrypted per CFOP 50-2.
- 5.4.5 Confidentiality Breach Notification to HFF** - The Provider shall notify the Contract Manager within **120** hours, following the determination of any potential or actual unauthorized disclosure or access to the Department's information systems or to any client or other confidential information.
- 5.4.6 Confidentiality Breach Notification to Clients** - The Provider shall, at its own cost, comply with §501.171, F.S. The Provider shall also, at its own cost, implement measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to potential or actual unauthorized disclosure or access to the Department's information systems or to any client or other confidential information.
- 5.4.7** The Provider's confidentiality procedures shall be at least as protective as the most recent version of the Department's security policies and comply with any applicable professional confidentiality standards.

5.5. Public Records

- 5.5.1.** The Provider shall allow public access to all documents, papers, letters, or other public records as defined in §119.011(12), F.S., made or received by the Provider in conjunction with this Subcontract except that public records which are made confidential by law must be protected from disclosure. Should the Provider fail to comply with this provision the Department may unilaterally terminate this Subcontract.
- 5.5.2.** As required by §119.0701, F.S., to the extent the Provider is acting on behalf of the OPFF/ Department the Provider shall:
- 5.5.2.1.** Maintain public records that ordinarily and necessarily would be required by the OPFF/Department to perform the service.
- 5.5.2.2.** Upon request from the OPFF/Department's custodian of public records, provide to the OPFF/Department a copy of requested records or allow the records 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.
- 5.5.2.3.** Ensure public records exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law during this Subcontract term and following completion of this Subcontract if the Provider does not transfer the records to the OPFF/Department.
- 5.5.2.4.** Upon completion of this Subcontract, transfer, at no cost, to the OPFF/Department all public records in possession of the Provider or keep and maintain public records required by the OPFF/Department to perform the service. If the Provider transfers all public records to the OPFF/Department upon completion of this Subcontract, the Provider shall destroy any duplicate public records that are exempt or confidential and

exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of this Subcontract, the Provider shall meet all applicable requirements for retaining public records. OPFF/

5.5.3. IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-487-1111, OR BY EMAIL AT DCFCustodian@MYFLFAMILIES.COM, OR BY MAIL AT: DEPARTMENT OF CHILDREN AND FAMILIES, 2415 NORTH MONROE STREET, TALLAHASSEE, FL 32303.

Subcontract **Section 6 PENALTIES, TERMINATION AND DISPUTE RESOLUTION**, is hereby deleted and the following is inserted in lieu thereof:

6. INSPECTIONS, PENALTIES, AND TERMINATION

6.1. Financial Penalties for Failure to Take Corrective Action

6.1.1. Corrective Action Plan - In accordance with the provisions of §402.73(1), F.S., and Rule 65-29.001, F.A.C., should the OPFF require a corrective action to address noncompliance under this Subcontract, incremental penalties listed in 6.1.2 through 6.1.3 shall be imposed for the Provider's failure to achieve the corrective action. These penalties are cumulative and may be assessed upon each separate failure to comply with instructions from the OPFF to complete corrective action, but shall not exceed 10% of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. These penalties do not limit or restrict the OPFF's application of any other remedy available to it under law or this Contract.

6.1.2. Penalty Imposition - The increments of penalty imposition that shall apply, unless the OPFF determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan, in accordance with the following standards.

6.1.2.1. Noncompliance - Noncompliance that is determined by the OPFF to have a direct effect on client health and safety shall result in the imposition of a 10% penalty of the total contract payment during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

6.1.2.2. Indirect Noncompliance - Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a 5% penalty.

6.1.2.3. Indirect Performance Noncompliance - Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a 2% penalty.

6.1.3. Financial Penalties Deadline The deadline for payment shall be as stated in the OPFF order imposing the financial penalties. In the event of nonpayment, the OPFF may deduct the amount of the penalty from invoices submitted by the Provider.

6.2. Termination

6.2.1. The OPFF may terminate this Subcontract without cause upon no less than 30 days' Notice in writing to the Provider unless another time is mutually agreed upon in writing.

6.2.2. The Provider may terminate this Subcontract upon no less than 30 days' Notice to the OPFF unless another time is mutually agreed upon in writing.

6.2.3. In the event funds for payment pursuant to this Subcontract become unavailable, the

OPFF may terminate this Subcontract upon no less than 24 hours' Notice in writing to the Provider. The OPFF/Department is the final authority as to the availability and adequacy of funds.

- 6.2.4.** In the event the Provider fails to fully comply with the terms and conditions of this Subcontract, the OPFF/Department may terminate this Subcontract upon no less than 24 hours' Notice to the Provider, excluding Saturday, Sunday, and Holidays. Such Notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, Notice of termination will be issued after the Provider's failure to fully cure such noncompliance within the time specified in a Notice of noncompliance issued by the OPFF/Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. The OPFF/Department's failure to demand performance of any provision of this Subcontract shall not be deemed a waiver of such performance. The OPFF/Department's waiver of any one breach of any provision of this Subcontract is not a waiver of any other breach and neither event is a modification of the terms and conditions of this Subcontract. 6.2 does not limit the OPFF/Department's right to legal or equitable remedies.
- 6.2.5.** Failure to have performed any contractual obligations under any other contract with the OPFF/Department in a manner satisfactory to the OPFF/Department will be a sufficient cause for termination. Termination shall be upon no less than 24 hours' Notice to the Provider and only if the Provider:
- 6.2.5.1.** Previously failed to satisfactorily perform in a Subcontract with the OPFF/Department, was notified by the OPFF/Department of the unsatisfactory performance, and failed to timely correct the unsatisfactory performance to the satisfaction of the OPFF/Department; or
- 6.2.5.2.** Had any other Subcontract terminated by the OPFF/Department for cause.
- 6.2.6.** In the event of termination under 6.2.1 or 6.2.3, the Provider shall be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.
- 6.2.7.** If this Subcontract is for an amount of \$1 million or more, the OPFF/Department may terminate this Subcontract at any time the Provider is found to have falsely certified under §287.135, 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. Regardless of the amount of this Subcontract, the OPFF/Department may terminate this Contract at any time the Provider is found to have been engaged in business operations in Cuba or Syria, placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel.

6.3. Dispute Resolution

- 6.3.1** Any dispute concerning performance of this Contract or payment hereunder shall be decided by the OPFF/Department, which shall be reduced to writing and a copy of the decision shall be provided to the Provider by the Contract Manager. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the OPFF/Department decision, the Provider delivers to the Contract Manager a petition for alternative dispute resolution.
- 6.3.2** After receipt of a petition for alternative dispute resolution the OPFF/Department and the Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Provider concerning this Contract.
- 6.3.3** After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the exhibits or other attachments, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties.
- 6.3.4** Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process.
- 6.3.5** This section shall not limit the parties' rights of termination under Section 6.2.

- 6.3.6** All notices provided by the OPFF/Department under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.2.3 by U.S. Postal Service or any other delivery service that provides verification of delivery, or by hand delivery. All notices provided by the Provider under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.2.4 by U.S. Postal Service or any other delivery service that provides verification of delivery, or by hand delivery.

Subcontract **Section 7 OTHER TERMS**, is hereby deleted and the following is inserted in lieu thereof:

7. OTHER TERMS

7.1. Governing Law and Venue

This Subcontract is entered into in the State of Florida and is construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. State Courts of competent jurisdiction in Florida have exclusive jurisdiction in any action regarding this Subcontract and venue is in Leon County, Florida. Unless otherwise provided in any other provision or amendment hereof, any amendment, extension or renewal (when authorized) may be executed in counterparts.

7.2. No Other Terms

There are no provisions, terms, conditions, or obligations other than those contained herein, and this Subcontract supersedes all previous communications, representations, or agreements, either verbal or written between the parties. This Subcontract does not include any resulting invoice, website, “click through”, online, or other agreement absent specific reference in this Subcontract and then only the version extant the date of the first Subcontract signature.

7.3. Interpretation, Severability of Terms

Subcontract terms are not more strictly construed against any party. If a term is struck by a court, the balance is voidable only by the Department.

7.4. Survival of Terms

Absent a provision expressly stating otherwise, provisions concerning obligations of the Provider and remedies available to the OPFF/Department survive the End Date. The Provider’s performance pursuant to such surviving provisions is without further payment.

7.5. Modifications

Modifications of provisions of this Subcontract are valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the OPFF’s operating budget.

7.6. Anticompetitive Agreements

The Provider shall not offer, enter into nor enforce any formal or informal agreement with any person, firm or entity under which the parties agree to refrain from competing for any future service contract or limit in any manner the ability of either party to obtain employment by or provide services to the OPFF/Department or a provider of services to the OPFF/Department.

7.7. Purchases by Other Agencies

The Department of Management Services may approve this Contract as an alternate contract source pursuant to Rule 60A-1.045, F.A.C., if requested by another agency. Other State agencies may purchase from the resulting contract, provided the Department of Management Services has determined this Contract’s use is cost-effective and in the best interest of the State. Upon such approval, the Provider may sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

7.8. Unauthorized Aliens

7.8.1 Unauthorized aliens shall not be employed. Employment of unauthorized aliens shall be

cause for unilateral cancellation of this Subcontract by the OPFF/Department for violation of §274A of the Immigration and Nationality Act. The Provider and its subcontractors will enroll in and use the E-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this Subcontract.

7.8.1.1 Employees assigned to this Subcontract means all persons employed or assigned (including subcontractors and contribution funded positions) by the Provider or a subcontractor during this Subcontract term to perform work pursuant to this Subcontract within the United States and its territories.

7.8.1.2 Complete and submit a notarized **Attachment 37** - Letter of Affidavit for E-Verify FY 24-25 with the submission of this subcontract/amendment. **Attachment 37** - Letter of Affidavit for E-Verify covers all HFF Grant and Contribution funded employees, including subcontracted employees.

7.8.2 The Provider represents and warrants that no part of the funding under this Subcontract will be used in violation of any federal or state law, including, but not limited to, 8 U.S.C. §1324 or 8 U.S.C. §1325, or to aid or abet another in violating federal or state law. The OPFF/Department may terminate this Subcontract at any time if the Provider violates, or aids or abets another in violating, any state or federal law.

7.9. Public Entity Crime and Discriminatory Contractors

Pursuant to §§287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate 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 the 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; provided, however, the prohibition on persons or affiliates placed on the convicted vendor list is limited to business in excess of the threshold amount provided in §287.017, F.S., for CATEGORY TWO for 36 months from the date of being placed on the convicted vendor list.

7.10. PRIDE

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this subcontract shall be purchased from the corporation identified under chapter 946, F.S., in the same manner and under the same procedures set forth in §§946.515(2) and (4), F.S.; and for purposes of this subcontract the person, firm, or other business entity carrying out the provisions of this subcontract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

7.11. Major Disasters and Emergencies

The Stafford Act allows federal assistance for major disasters and emergencies upon a declaration by the President. Upon the declaration, the Department is authorized to apply for federal reimbursement from the Federal Emergency Management Agency (FEMA) to aid in response and recovery from a major disaster. The Provider shall request reimbursement for eligible expenses through the Department with payment subject to FEMA approval and reimbursement.

7.12. Executive Compensation Reporting

7.12.1. Prior to contract/amendment execution the Provider shall complete and return the Executive **Attachment 13 - Certification of Executive Compensation Reporting Requirements** (Form PCMT-08), located at: <https://www.myflfamilies.com/generalinformation/contracted-client-services/library>.

7.12.2. In accordance with §216.1366, F.S., if the Provider is a nonprofit as defined in

§215.97(2)(m), F.S., the Provider must provide documentation to the OPFF/Department that indicates the amount of state funds:

7.12.2.1. Allocated to be used during the full term of the subcontract for remuneration to any member of the board of directors or an officer of the contractor.

7.12.2.2. 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.

7.12.3. If the Provider maintains a website, information provided pursuant to 7.13.2 must be posted on the Provider's website.

7.13. Federal Whistleblower Requirements

Pursuant to §11(c) of the OSH Act of 1970 (29 USC §660(c)) and the subsequent federal laws expanding the act, the Provider is prohibited from discriminating against employees for exercising their rights under the OSH Act. Details of the OSH Act are located at: <http://www.whistleblowers.gov>.

7.14. Post-Award Notice Dissemination

If the Provider receives federal or state financial assistance, the Provider will receive a Post-Award Notice (PAN) from the OPFF/Department, which will contain information required to meet the OPFF/Department's obligations in accordance with 2 CFR Part 200, §215.97 F.S., and Rule 69I-5, F.A.C. Providers with subrecipients receiving federal or state financial assistance are required to derive from the PAN information required by the regulations cited in this clause, and properly disseminate to subrecipients of federal and state financial assistance funds. This requirement follows federal and state financial assistance to subrecipients at every tier.

7.15. Recycled Products

The Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this Contract, in accordance with §403.7065, F.S.

7.16 Accreditation

The OPFF/Department is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the OPFF/ Department has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of the OPFF/Department Providers will either be accredited, have a plan to meet national accreditation standards, or will initiate a plan within a reasonable period of time. The Provider shall maintain affiliation and accreditation with Healthy Families America (HFA). See Exhibit A. Section 7.9.

Subcontract **Section 8 FEDERAL FUNDS APPLICABILITY**, is hereby deleted and the following is inserted in lieu thereof:

8. FEDERAL FUNDS APPLICABILITY

The following applies if Federal Funds are used to fund this Contract.

8.1. Federal Law

8.1.1. Provider shall comply with Federal law and regulations including 2 CFR, Part 200, and other applicable regulations.

8.1.2. If this Contract contains \$10,000 or more of Federal Funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in 41 CFR, Part 60 if applicable.

8.1.3. If this Contract contains over \$150,000 of Federal Funds, the Provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. §7401 et seq.), §508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (2 CFR, Part 1500). The Provider shall report any violations of the above to the Department.

8.1.4. If this Contract provides services to children up to age 18, the Provider shall comply with the

Pro-Children Act of 1994 (20 U.S.C. §6081 et seq). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.

- 8.1.5. Certification Regarding Debarment** - The Provider shall sign **Attachment 6-Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion** prior to Subcontract execution. If the Provider is a federal subrecipient or pass-through entity, the Provider and its subcontractors who are federal subrecipients or pass-through entities are subject to the following: A contract award (see 2 CFR §180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines in 2 CFR, Part 180 implementing Executive Orders 12549 and 12689, “Debarment and Suspension.” SAM Exclusions 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.
- 8.1.6.** If the Provider is a federal subrecipient or pass-through entity, the Provider and its subcontractors who are federal subrecipients or pass-through entities, must determine if its subcontracts are being awarded to a “contractor” or a “subrecipient,” as those terms are defined in 2 CFR, Part 200. If a Provider’s subcontractor is determined a subrecipient, the Provider must ensure the subcontractor adheres to all the applicable requirements in 2 CFR, Part 200.
- 8.1.7. Drug Free Workplace.** If the Provider is a subrecipient or pass-through entity of federal funds originating from HHS, the Provider must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 382, which adopts the governmentwide implementation (2 CFR Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

Subcontract **Section 9 CLIENT SERVICES APPLICABILITY**, is hereby deleted and the following is inserted in lieu thereof:

9. CLIENT SERVICES APPLICABILITY

The following applies if the box for Client Services is checked in the header on page 1.

9.1. Client Risk Prevention

If services to clients are provided under this Subcontract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number 1-800-96ABUSE (1-800-962- 2873). As required by chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

9.2. Emergency Preparedness Plan

If the tasks performed pursuant to this Subcontract include the physical care or supervision of clients, the Provider shall, within 30 days of the execution of this Contract, submit to the Contract Manager an emergency preparedness plan.

9.2.1 By March 31st, the site must submit the emergency preparedness plan that shall include provisions for pre-disaster records, computers, supplies and office equipment protection and recovery plan that will allow the Provider to continue functioning in compliance with the executed Subcontract in the event of an actual emergency. The plan shall also include how staff will communicate during/following an emergency, how staff will work with families on preparing for emergencies and how staff will help families recover from an emergency. This plan must be submitted to Hffdeliverables@ounce.org regardless of lack of revisions.

9.2.2 The OPFF agrees to respond in writing within 30 days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the OPFF may exercise oversight authority over such Provider in order to assure implementation of agreed emergency relief provisions.

9.3. Confidential Client and Other Information

The Provider shall maintain the confidentiality of all confidential data, files, and records related to deliverables and comply with all state and federal laws, including, §§471(a)(8) of the Social Security Act, 106(b)(2)(B) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. §2020(e)(8), 42 U.S.C. §602, 2 CFR §200.303, 2 CFR §200.337, 7 CFR §272.1(c), 42 CFR §§2.1-2.3, 42 CFR §§431.300-306, and 45 CFR §205. Summaries of Florida Statutes providing for confidentiality of this and other information are found in Part II of the Attorney General's Government in the Sunshine Manual.

Subcontract **Section 10 SUPPORT TO THE DEAF AND HARD-OF-HEARING**, is hereby deleted and the following is inserted in lieu thereof:

10. PROPERTY

- 10.1. The following only applies to this Contract if funded by state financial assistance.
- 10.2. The word "property" in this section means equipment, fixtures, and other property of a Non-consumable and nonexpendable nature, the original acquisition cost or estimated fair market value of which is \$5,000 or more and/or the normal expected life of which is one year or more. This definition also includes hardback-covered bound books circulated to students or the general public, the original acquisition cost or estimated fair market value of which is \$25 or more, hardback-covered bound books, the cost or value of which is \$250 or more, and all computers/technology. Each item of property which it is practicable to identify by marking will be marked in the manner required by the Auditor General. Each custodian will maintain an adequate record of property in his or her custody, which record will contain such information as will be required by the Auditor General. Once each year, on July 1 or as soon thereafter as is practicable, and whenever there is a change of custodian, each custodian will take an inventory of property in his or her custody. The inventory will be compared with the property record, and all discrepancies will be traced and reconciled. All publicly supported libraries will be exempt from marking hardback-covered bound books, as required by this section. The catalog and inventory control records maintained by each publicly supported library is the property record of hardback-covered bound books with a value or cost of \$25 or more included in each publicly supported library collection and is a perpetual inventory in lieu of an annual physical inventory. All books identified by these records as missing will be traced and reconciled, and the library inventory shall be adjusted accordingly.
- 10.3. If any property is purchased by the Provider with funds provided by this Contract, the Provider will inventory all nonexpendable property including all computers. A copy of the inventory will be submitted to the Department along with the expenditure report for the period in which it was purchased. At least annually the Provider will submit a complete inventory of all such property to the Department whether new purchases have been made or not.
- 10.4. The inventory will include: the identification number; year and/or model, a description of the property, its use and condition; current location; the name of the property custodian; class code (use state standard codes for capital assets); if a group, record the number and description of the components making up the group; name, make, or manufacturer; serial number(s), if any, and if an automobile, the Vehicle Identification Number (VIN) and certificate number; acquisition date; original acquisition cost; funding source; and, information needed to calculate the federal and/or state share of its cost.
- 10.5. The Contract Manager must provide disposition instructions to the Provider prior to the End Date. The Provider cannot dispose of any property reverting to the Department without the Contract Manager's approval. The Provider will furnish a closeout inventory no later than 30 days before the completion or termination of this Contract. The closeout inventory will include all nonexpendable property including all computers purchased by the Provider. The closeout inventory will contain the same information required by the annual inventory.

- 10.6. The Provider hereby agrees all inventories required by this Contract will be current and accurate and reflect the date of the inventory. If the original acquisition cost of a property item is not available at the time of inventory, an estimated value will be agreed upon by both the Provider and the Department and will be used in place of the original acquisition cost.
- 10.7. Title (ownership) to and possession of all property purchased by the Provider pursuant to this Contract vests in the Department upon completion or termination of this Contract. During the term of this Contract, the Provider is responsible for insuring all property purchased by or transferred to the Provider is in good working order. The Provider hereby agrees to pay the cost of transferring title to and possession of any property for which ownership is evidenced by a certificate of title. The Provider is responsible for repaying to the Department, the replacement cost of any property inventoried and not transferred to the Department upon completion or termination of this Contract. When property transfers from the Provider to the Department, the Provider is responsible for paying for the title transfer.
- 10.8. If the Provider replaces or disposes of property purchased by the Provider pursuant to this Contract, the Provider is required to provide accurate and complete information pertaining to replacement or disposition of the property as required on the Provider's annual inventory.
- 10.9. The Provider will indemnify the Department against any claim or loss arising out of the operation of any motor vehicle purchased by or transferred to the Provider pursuant to this Contract.
- 10.10. An amendment is required prior to the purchase of any property item not specifically listed in the approved budget.

Subcontract **Section 11 CONFIDENTIAL CLIENT AND OTHER INFORMATION**, is hereby deleted and the following is inserted in lieu thereof:

11. AMENDMENT IMPACT

Any amendment replacing or deleting this page will not affect the below execution.

Subcontract **Section 12 MAJOR DISASTERS AND EMERGENCIES**, is hereby deleted.

Subcontract Exhibit B Section **B-8.2 – All Terms and Conditions Included**, is hereby deleted and the following is inserted in lieu thereof:

B-8.2 All Terms and Conditions Included

This Subcontract and its attachments and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, obligations other than those contained herein, and this Subcontract shall supersede all previous communications, representations or agreements, either verbal or written between the parties. If any term or provision of this Subcontract is legally determined unlawful or unenforceable, the remainder of the Subcontract shall remain in full force and effect and such term or provision shall be stricken.

The attachments are as follows:

Attachment 1 - Financial and Compliance Audit Instructions

Attachment 2 - HIPAA Addendum

Attachment 3 - Fiscal Documents Workbook

- **Attachment 3a** - Budget and Revenue Summary
- **Attachment 3b** - Monthly Invoice, Revenue Summary and Payment Request
- **Attachment 3c** - Request to Revise Budget with Amendment
- **Attachment 3d** - Request to Revise Budget with Adjustment

Attachment 4 - Additional Contributions

Attachment 5 - Certification Regarding Lobbying

- Attachment 6** - Certification Regarding Debarment
- Attachment 7** - Civil Rights Compliance Checklist
- Attachment 8** - Single-Point-of-Contact Information
- Attachment 9** - Organizational Chart
- Attachment 10**- Mental Health Counselor Enhancement (If applicable to this subcontract)
- Attachment 11**- Behavioral Navigator Enhancement (If applicable to this subcontract)
- Attachment 12**- Circle of Parents (If applicable to this subcontract)
- Attachment 13**- Certification of Executive Compensation Reporting Requirements

The following forms will be found on the HFF Website <http://www.healthyfamiliesfla.org/> in the Resource Library in the “Contract Related Forms”.

- Attachment 14** - MOA Template
- Attachment 15** - Quarterly Narrative Report
- Attachment 16** - DCF Security Agreement Attestation
- Attachment 17** - DCF Support to the Deaf and Hard-of-Hearing Attestation Form
- Attachment 18** - HFF Standards of Confidentiality and Information Sharing Form
- Attachment 19** - Affidavit of Understanding of Confidentiality
- Attachment 20** - Protocols Ensuring the Protection of Human Subjects
- Attachment 21** - DCF Letter of Affidavit on Level 2 Background Screening
- Attachment 23** - Information Resource Request Form
- Attachment 24** - Protocol for Purchase of Property
- Attachment 25** - Protocol for the Disposal of Property
- Attachment 26** - Protocol for Stolen-Lost-Destroyed Technology Equipment
- Attachment 27** - Protocol for Catastrophic Loss of Technology Equipment
- Attachment 28** - Property Transfer Document
- Attachment 29** - Property Inventory and Disposal Form
- Attachment 30** - Protocol for the Cumulative Property Inventory List
- Attachment 31** - Live Scan Background Screening Submission Form
- Attachment 32** - Affidavit of Good Moral Character
- Attachment 35** - Notification-Investigation Request CF 1934 word version
- Attachment 36** - Promoting Safe and Stable Families Report (PSSF) (If applicable to this subcontract)
- Attachment 37** - Letter of Affidavit for E-Verify
- Attachment 38** – Monthly Number Served Report (pulled from Performance Management System)
- Attachment 39** - Foreign Countries of Concern Attestation
- Attachment 40** - Common Carrier Attestation
- Attachment 41**- Office of Inspector General’s Request for Reference Check CF0774

The following attachments will be found by clicking on the links provided:

- Attachment 33 - Form I-9, Employment Eligibility Verification:
<http://www.uscis.gov/sites/default/files/files/form/i-9.pdf>

The following forms will be sent by the contract specialist upon notification of updates from the specified Agencies or upon request:

- Attachment 22 - Letter of Affidavit for ADA, HIPAA and DCF Security Awareness On-line Training
- Attachment 34 - Advance Payment Request

Attachment 8 - Single Point of Contact is hereby deleted in its entirety and replaced with a revised **Attachment 8 – Single Point of Contact** for FY 2024-2025.

Attachment 32 - Affidavit of Good Moral Character CF 1649 11.2024 is hereby deleted in its entirety and replaced with a revised **Attachment 32 - Affidavit of Good Moral Character** for FY 2024-2025.

Attachment 39 - Foreign Countries of Concern Attestation is hereby added in its entirety for FY 2024-2025.

Attachment 40 - Common Carrier Attestation is hereby added in its entirety for FY 2024-2025.

Attachment 41- Request for Reference CF0774 is hereby added in its entirety for FY 2024-2025.

Letter of Self Insurance

By signing this Subcontract, the parties agree that they have read and agree to the entire Subcontract, as described in Section 1.4 hereof.

In witness thereof, the parties hereto have caused this **43** page Subcontract to be executed by their undersigned officials as duly authorized.

Polk County, a political subdivision of the State of Florida.:

Signed by: _____

Name: _____

Title: _____

Date: _____

Provider Fiscal Year Ending Date: June 30, 2025

FEIN #: 59-6000809

Healthy Families Florida

Signed by: _____

Name: Rebekkah Sheetz

Title: Executive Director

Date: _____

Ounce of Prevention Fund of Florida

Signed by: _____

Name: Jennifer Ohlsen

Title: President/CEO

Date: _____

SINGLE-POINT-OF-CONTACT INFORMATION

Instructions: Please provide the Single-Point-of-Contact information for the lead entity, project and, if applicable, one for each subcontractor.

Contract#: HF-20-25-05

Project Name: Healthy Families Polk

Date Completed: 10/30/2024

Name	Position/Title	Agency	Street Address	Mailing Address	Telephone Number	E-Mail Address
Tami Jones	Secretary II Interim	Healthy Families Polk	2135 Marshall Edwards Drive Bartow, Florida 33830	2135 Marshall Edwards Drive Bartow, Florida 33830	863- 519-2022	tamijones@polk-county.net

I attest that the above named staff has completed the SPOC training and the completion certificates are in their personnel file.

Date SPOC training "JZW/30/2024"

Program Manager: Vlt.I.4/ 

Date: 10/30/2024



AFFIDAVIT OF GOOD MORAL CHARACTER

State of Florida

County of _____

Before me this day personally appeared _____ who, being duly sworn, deposes and says:
(Applicant's/Employee's Name)

As an applicant for employment with, an employee of, a volunteer for, or an applicant for certification with _____, I affirm and attest under penalty of perjury that I meet the moral character requirements for employment, as required by the Florida Statutes and rules, in that:

I have not been arrested with disposition pending or found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under any of the following provisions of the Florida Statutes or under any similar statute of another jurisdiction for any of the offenses listed below:

Relating to:

- Section: 39.205 failure to report child abuse, abandonment, or neglect
- Section: 393.135 sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct
- Section: 394.4593 sexual misconduct with certain mental health patients and reporting of such sexual misconduct
- Section: 414.39 fraud, if the offense was a felony
- Section: 415.111 adult abuse, neglect, or exploitation of aged persons or disabled adults or failure to report of such abuse
- Section: 741.28 criminal offenses that constitute domestic violence, whether committed in Florida or another jurisdiction
- Section: 777.04 attempts, solicitation, and conspiracy to commit an offense listed in this subsection
- Section: 782.04 murder
- Section: 782.07 manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child
- Section: 782.071 vehicular homicide
- Section: 782.09 killing an unborn child by injury to the mother
- Chapter: 784 assault, battery, and culpable negligence, if the offense was a felony
- Section: 784.011 assault, if the victim of the offense was a minor
- Section: 784.021 aggravated assault
- Section: 784.03 battery, if the victim of the offense was a minor
- Section: 784.045 aggravated battery
- Section: 784.075 battery on staff or a detention or commitment facility or on a juvenile probation officer
- Section: 787.01 kidnapping
- Section: 787.02 false imprisonment
- Section: 787.025 luring or enticing a child
- Section: 787.04(2) taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceeding
- Section: 787.04(3) carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person
- Section: 787.06 human trafficking
- Section: 787.07 human smuggling
- Section: 790.115(1) exhibiting firearms or weapons within 1,000 feet of a school
- Section: 790.115(2) (b) possessing an electric weapon or device, destructive device, or other weapon on school property
- Section: 794.011 sexual battery
- Former Section: 794.041 prohibited acts of persons in familial or custodial authority
- Section: 794.05 unlawful sexual activity with certain minors
- Section: 794.08 relating to female genital mutilation
- Chapter: 796 prostitution
- Section: 798.02 lewd and lascivious behavior
- Chapter: 800 lewdness and indecent exposure
- Section: 806.01 arson

CONTINUED ON NEXT PAGE

Section: 810.02	burglary
Section: 810.14	voyeurism, if the offense is a felony
Section: 810.145	video voyeurism, if the offense is a felony
Chapter 812	relating to theft, robbery, and related crimes, if the offense was a felony
Section: 817.563	fraudulent sale of controlled substances, only if the offense was a felony
Section: 825.102	abuse, aggravated abuse, or neglect of an elderly person or disabled adult
Section: 825.1025	lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult
Section: 825.103	exploitation of disabled adults or elderly persons, if the offense was a felony
Section: 826.04	incest
Section: 827.03	child abuse, aggravated child abuse, or neglect of a child
Section: 827.04	contributing to the delinquency or dependency of a child
Former Section: 827.05	negligent treatment of children
Section: 827.071	sexual performance by a child
Section: 831.311	unlawful sale, manufacture, alteration, delivery, uttering, or possession of counterfeit-resistant prescription blanks for controlled substances
Section: 836.10	written or electronic threats to kill, do bodily injury, or conduct a mass shooting or an act of terrorism
Section: 843.01	resisting arrest with violence
Section: 843.025	depriving a law enforcement, correctional, or correctional probation officer means of protection or communication
Section: 843.12	aiding in an escape
Section: 843.13	aiding in the escape of juvenile inmates in correctional institution
Chapter: 847	obscene literature
Section: 859.01	poisoning food or water
Section: 873.01	prohibition on the purchase or sale of human organs and tissues
Section: 874.05	encouraging or recruiting another to join a criminal gang
Chapter: 893	drug abuse prevention and control, only if the offense was a felony or if any other person involved in the offense was a minor
Section: 916.1075	sexual misconduct with certain forensic clients and reporting of such sexual conduct
Section: 944.35(3)	inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm
Section: 944.40	escape
Section: 944.46	harboring, concealing, or aiding an escaped prisoner
Section: 944.47	introduction of contraband into a correctional facility
Section: 985.701	sexual misconduct in juvenile justice programs
Section: 985.711	contraband introduced into detention facilities

THE FOLLOWING APPLIES ONLY TO THOSE APPLICANTS FOR POSITIONS REQUIRED TO BE SCREENED UNDER SECTION 408.809, FLORIDA STATUTES:

In addition to the Chapter 435, F.S. listed offenses the following offenses are also applicable for any licensure or employment required in the applicable statutes.

	<u>Relating to:</u>
Chapter: 408	felony offenses contained in Chapter 408
Section: 409.920	Medicaid provider fraud
Section: 409.9201	Medicaid fraud
Section: 741.28	domestic violence
Section: 777.04	attempts, solicitation, and conspiracy to commit an offense listed in this subsection
Section: 784.03	battery, if the victim is a vulnerable adult as defined in s. 415.102 or a patient or resident of a facility licensed under chapter 395, chapter 400, or chapter 429
Section: 817.034	fraudulent acts through mail, wire, radio, electromagnetic, photoelectronic, or photooptical systems
Section: 817.234	false and fraudulent insurance claims
Section: 817.481	obtaining goods by using a false or expired credit card or other credit device, if the offense was a felony
Section: 817.50	fraudulently obtaining goods or services from a health care provider
Section: 817.505	patient brokering
Section: 817.568	criminal use of personal identification information
Section: 817.60	obtaining a credit card through fraudulent means
Section: 817.61	fraudulent use of credit cards, if the offense was a felony
Section: 831.01	forgery
Section: 831.02	uttering forged instruments
Section: 831.07	forging bank bills, checks, drafts or promissory notes
Section: 831.09	uttering forged bank bills, checks, drafts, or promissory notes
Section: 831.30	fraud in obtaining medicinal drugs
Section: 831.31	the sale, manufacture, delivery, or possession with the intent to sell, manufacture, deliver any counterfeit controlled substance, if the offense was a felony
Section: 895.03	racketeering and collection of unlawful debts
Section: 896.101	the Florida Money Laundering Act

I also affirm that I have not been designated as a sexual predator pursuant to s. 775.21; a career offender pursuant to s. 775.261; or a sexual offender pursuant to s. 943.0435, unless the requirement to register as a sexual offender has been removed pursuant to s. 943.04354.

SIGNATURE OF AFFIANT: _____

I understand that I must acknowledge the existence of any applicable criminal record relating to the above lists of offenses including those under any similar statute of another jurisdiction, regardless of whether or not those records have been sealed or expunged.

SIGNATURE OF AFFIANT: _____

I understand that, while employed or volunteering at _____ in any position that requires background screening as a condition of employment, I must immediately notify my supervisor/employer of any arrest and any changes in my criminal record involving any of the above listed provisions of Florida Statutes or similar statutes of another jurisdiction whether a misdemeanor or felony. This notice must be made within one business day of such arrest or charge. Failure to do so could be grounds for termination.

SIGNATURE OF AFFIANT: _____

I attest that I have read the above carefully and state that my attestation here is true and correct that **my record does not contain any of the above listed offenses**. I also understand that it is my responsibility to obtain clarification on anything contained in this affidavit which I do not understand prior to signing. I am aware that any omissions, falsifications, misstatements or misrepresentations may disqualify me from employment consideration and, if I am hired, may be grounds for termination or denial of an exemption at a later date.

SIGNATURE OF AFFIANT: _____

Sign Above OR Below, DO NOT Sign Both Lines

To the best of my knowledge and belief, **my record contains one or more of the applicable disqualifying acts or offenses listed above. I have placed a check mark by the offense(s) contained in my record.** (If you have previously been granted an exemption for this disqualifying offense, please attach a copy of the letter granting such exemption.) (Please circle the number which corresponds to the offense(s) contained in your record.)

SIGNATURE OF AFFIANT: _____

Sworn to and subscribed before me this _____ day of _____, 20____.

SIGNATURE OF NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type, or Stamp Commissioned Name of Notary Public)

(Check one)

Affiant personally known to notary

OR

Affiant produced identification

Type of identification produced: _____

**FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

_____ (Name of entity) is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

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

Printed Name:

Title:

Signature:

Date:

**COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION
FORM
(PUR 1808)**

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.

[Name of Common Carrier or contracted carrier] 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:



REQUEST FOR IG REFERENCE CHECK

As part of the screening of an applicant being considered for appointment to a career service, selected exempt service, senior management, or OPS position with the Department of Children and Families (Department) or employed with a Contract or Subcontract Provider, a check with the Office of Inspector General (OIG) is required to determine if the individual is or has been the subject of an investigation with the OIG. **The request will only be made on the individual that is being recommended to be hired for the position,** if that individual has previously worked for the Department or a Contract or Subcontract Provider, or if that individual is being promoted, transferred, or demoted within the Department or Contract or Subcontract Provider. **DO NOT submit a request for each applicant being interviewed.**

Please note, the OIG has two business days to provide a response to all IG Reference Checks.

All completed forms must be submitted as a Word document to Request.for.IG.Reference.Check@myflfamilies.com

Please complete the form in its entirety.

A search of the OIG database is needed on the following individual:

Name: (First) (Middle) (Last)			Date of Birth:	Driver's License Number:
Alias / Nick Name(s) / Maiden Name:				
Current Physical Address:				
Mailing Address if Different:				
Previous Addresses within last 7 years:				
Indicate if the individual is being considered for: <input type="checkbox"/> Rehire <input type="checkbox"/> Promotion <input type="checkbox"/> Transfer <input type="checkbox"/> Demotion <input type="checkbox"/> New Hire <input type="checkbox"/> Other				
Position being considered for:				
Position(s) previously held within the Department (DCF) or DCF Contract or Subcontract Provider:				
IG Reference Check being requested by:		Reply to:		
Circuit:				
Program Office:				
Institution:				
Provider:				

RESULTS OF IG REFERENCE CHECK: Date IG Reference Check completed: _____

- A search of the OIG database has been conducted and the above-named individual **IS NOT NOR HAS BEEN** the subject of an OIG investigation with supported findings.
- Pursuant to § 119.071(7)(k), F.S., "A complaint of misconduct filed with an agency against an agency employee and all information obtained pursuant to an investigation by the agency of the complaint of misconduct is confidential and exempt from s. [119.07\(1\)](#) and s. 24(a), Art. I of the State Constitution until the investigation ceases to be active, or until the agency provides written notice to the employee who is the subject of the complaint, either personally or by mail...."

A search of the OIG database has been conducted and the following information is provided:

Within 30 days, return the following response to the OIG (to be completed only if information was provided in response to the IG Reference Check).

- Individual screened was hired for the position.
- Individual screened was not hired for the position.

1250 Golfview Ave.
PO Box 9005 • Drawer AS0G
Bartow, Florida 33831-9005



PHONE: 863-534-5689
FAX: 863-519-4726
www.polk-county.net

RISK MANAGEMENT DIVISION

April 17, 2025

Healthy Families Florida
Ounce of Prevention Fund of Florida
111 North Gadsden Street, Suite 100
Tallahassee, FL 32301

RE: Healthy Families Florida | Polk County Board of County Commissioners | Polk County, a political subdivision of the State of Florida/Automobile and General Liability Insurance/ FY 2025-2026

Dear Sir or Madam:

Please be advised that in accordance with F.S. 768.28(16)(a), "the state and its agencies and subdivisions are authorized to be self-insured, to enter into risk management programs, or to purchase liability insurance for whatever coverage they may choose, or to have a combination thereof, in anticipation of any claim, judgment, and claims bill which they may be liable to pay pursuant to this section."

In this regard, Polk County, a political subdivision of the State of Florida, chooses to be self-insured with respect to this risk.

Should you have any questions, please give me a call at 863-534-5540.

Sincerely,

Jatasna A. Haley, CCA

Administrative Coordinator, Risk Management Division
Polk County Board of County Commissioners



Polk County
Board of County Commissioners

Agenda Item R.12.

5/20/2025

SUBJECT

Approve Subcontract Amendment Fifteen, between The Ounce of Prevention Fund of Florida, Healthy Families Florida, and the Polk County Board of County Commissioners for Fiscal Year 2024-2025. (No Fiscal Impact)

DESCRIPTION

Amendment Fifteen, will extend the current contract (FY 2024-2025) end date for 30 days (or until the FY 2025-2026 contract is executed). The Amendment will operate without any penalties to the budget.

RECOMMENDATION

Request Board approval of Amendment Fifteen, between the Ounce of Prevention Fund of Florida, Healthy Families Florida, and the Polk County Board of County Commissioners for the continuation of services.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Name: Shaneal Allen
Title: Program Manager
Division: Healthy and Human Services
Phone: 863-534-5315
Email Address: shanealallen@polk-county.net

AMENDMENT TO A SUBCONTRACT BETWEEN THE OUNCE OF PREVENTION FUND OF FLORIDA HEALTHY FAMILIES FLORIDA AND POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

AMENDMENT #0015 FY2024-2025

THIS AMENDMENT is entered into between the Ounce of Prevention Fund of Florida, hereinafter referred to as “OPFF,” and Polk County, a political subdivision of the State of Florida (HF Polk), hereinafter referred to as the “Provider,” for the provision of Healthy Families Florida, hereinafter referred to as “HFF,” is amended as outlined below:

Amendment #0001, effective 9/1/2020, changes in: Final Invoice due date; and revised deliverables table.

Amendment #0002, effective 7/1/2021, to extend the FY 2020-2021 contract and funding for 30 days (or until the FY 2020-2022 contract is executed) and all areas of the contract related to the funding. This extended amendment will operate under the FY 2020-2021 budget without penalties until the FY 2020-2022 contract is executed.

Amendment #0003, effective the latter of June 30, 2021, this renews and amends the above referenced contract as follows:

1. The contract is renewed through June 30, 2022.
2. Contract number will change from #20-21-05 to #20-22-05.
3. Changes to contract language, staffing patterns, deliverables table, attachments and associated funding changes as listed below.
4. All provisions in the contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are made a part of the Contract.

Amendment #0004, effective 2/1/2022, changes to: staffing patterns, reduction of HFF Grant due to staff vacancies; attachments and associated funding changes as listed below.

Amendment #0005, effective 7/1/2022, to extend the FY 2021-2022 contract and funding for 30 days (or until the FY 2022-2023 contract is executed) and all areas of the contract related to the funding. This extended amendment will operate under the FY 2021-2022 budget without penalties until the FY 2022-2023 contract is executed.

Amendment #0006, effective the latter of June 30, 2022, this renews and amends the above referenced contract as follows:

1. The contract is renewed through June 30, 2025.
2. Contract number will change from #20-22-05 to #20-25-05.
3. Changes to contract language, staffing patterns, deliverables table, attachments and associated funding changes as listed below.
4. All provisions in the contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are made a part of the Contract.

Amendment #0007, effective 10/1/2022 changes include: numbers to serve decreased; Contract language as noted below; revised deliverables table; revised Attachment 15; revised Attachment 24 - Protocol for Purchase of Property and Attachment 38 – Monthly Number Served Report incorporated.

Amendment #0008, effective 4/1/2023 changes include: reduction of HFF Grant due to staff vacancies; funding movement among approved categories, revised budget with associated funding changes.

Amendment #0009, effective 7/1/2022 the 2020-2025 contract and funding for 30 days (or until the FY 2023-2024 contract is executed) and all areas of the contract related to the funding. This extended amendment will operate under the FY 2022-2023 budget without penalties until the FY 2023-2024 contract is executed.

Amendment #0010, effective the latter of June 30, 2023, this renews and amends the above referenced contract as follows:

1. Changes to contract language, staffing patterns, deliverables table, attachments and associated funding changes as listed below.
2. All provisions in the contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are made a part of the Contract.

Amendment #0011, effective 9/1/2023, changes include: HFF Grant increase; contract language, staffing titles, attachments and associated funding changes as listed below.

Amendment #0012, effective 7/1/2024 the 2020-2025 contract and funding for 30 days (or until the FY 2024-2025 contract is executed) and all areas of the contract related to the funding. This extended amendment will operate under the FY 2023-2024 budget without penalties until the FY 2024-2025 contract is executed.

Amendment #0013, effective the latter of June 30, 2024, this renews and amends the above referenced contract as follows:

1. Changes to contract language, staffing patterns, deliverables table, attachments and associated funding changes as listed below.
2. All provisions in the contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are made a part of the Contract.

Amendment #0014, effective the latter of October 1, 2024, this renews and amends the above referenced contract as follows:

1. Changes to: contract template; contract language, Section 12 deleted from contract template; attachments as listed below.
2. All provisions in the contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are made a part of the Contract.

Amendment #0015, effective April 1, 2025, this amends and extends the end date for the Polk Subcontract

WHEREAS, the Subcontract end date is June 30, 2025; and

WHEREAS, the parties are preparing a new subcontract for the Provider to continue providing similar services during upcoming State Fiscal Years, but do not anticipate finalizing the new subcontract before June 30, 2025;

NOW, THEREFORE, in consideration of the mutual promises provided herein, the parties enter into this Amendment to extend the end date for the Subcontract, as follows:

1. Section 1.2 of the Subcontract is amended to revise the end date from June 30, 2025, to the first to occur of the following dates: (i) July 31, 2025; or (ii) the effective date of the parties' new subcontract for similar services to be provided for State Fiscal Year 2025-2026.

2. During the extended Subcontract term, the parties will continue to operate under the existing Subcontract budget (i.e., Fiscal Year 2024-2025) without penalty.

3. All provisions in the Subcontract and any attachments thereto in conflict with this Amendment shall be and are hereby revised to conform to this Amendment. All Subcontract provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Subcontract. This Amendment is hereby made a part of the Subcontract.

4. By executing this amendment, the Ounce of Prevention certifies that expenditures made of funds transferred pursuant to the amended Subcontract are allowable.

In witness thereof, the parties hereto have caused this **3** page Subcontract to be executed by their undersigned officials as duly authorized.

Polk County, a political subdivision of the State of Florida.:

Signed by: _____

Name: _____

Title: _____

Date: _____

Provider Fiscal Year Ending Date: June 30, 2025

FEIN #: 59-6000809

Healthy Families Florida

Signed by: _____

Name: Rebekkah Sheetz

Title: Executive Director

Date: _____

Ounce of Prevention Fund of Florida

Signed by: _____

Name: Jennifer Ohlsen

Title: President/CEO

Date: _____



Polk County
Board of County Commissioners

Agenda Item R.13.

5/20/2025

SUBJECT

Approve agreement with Showdown ATV LLC to provide all-terrain vehicle rental services at Bone Valley ATV Park. (\$4,800.00 annual revenue)

DESCRIPTION

On December 17, 2024, the Board approved the recommendation of the selection committee and authorized staff to negotiate an agreement with Showdown ATV LLC for request for proposal (RFP) 24-549. The vendor will provide various ATV rentals at Bone Valley ATV Park to park visitors.

Providing rentals to the public is essential to the operation of Bone Valley, as it increases the customer base. It affords patrons that do not own an ATV the opportunity to experience the park. It also enables out of town visitors or those that do not have a means of transporting their ATV the ability to enjoy the park.

The agreement with Showdown ATV LLC will replace a previously expired agreement. The success of the expired agreement exemplified the value of offering ATV rentals within the park. It enhanced the customer experience and our ability to compete with other attractions.

The term of the agreement is for five years.

RECOMMENDATION

Request Board approve agreement with Showdown ATV LLC to provide all-terrain vehicle rental services at Bone Valley ATV Park.

FISCAL IMPACT

Proceeds from the rental payments will be deposited into the Leisure Services MSTU fund.

CONTACT INFORMATION

Brad Howard

Sr. Procurement Analyst

bradhoward@polk-county.net

863-534-6706

AGREEMENT FOR ATV RENTAL AT BONE VALLEY

THIS 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 W. Church Street, Bartow, Florida, 33830, and Showdown ATV LLC (the “Vendor”), a Florida Limited Liability Company, headquartered at 3671 Queens Cove Boulevard, Winter Haven, Florida 33880, and whose Federal Employer Identification Number is 86-3294862.

WHEREAS, the Vendor has considerable expertise in providing rentals of all types of all-terrain vehicles; and

WHEREAS, the County desires to employ the Vendor to provide all-terrain vehicle rental services at Bone Valley ATV Park (the “Park”); and

WHEREAS, the County has solicited for these vendor services via an advertised request for proposal (“RFP 24-549”) and has received numerous responsive proposals thereto; and

WHEREAS, after review and consideration of all responsive proposals, the County intends to engage the Vendor to provide it all terrain vehicle rental services at Bone Valley ATV Park; and

WHEREAS, the Vendor is able and agreeable to providing the County the all-terrain vehicle rental 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 County and the Vendor 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.

1.2 The initial term of this Agreement shall commence upon the Effective Date and shall continue through April 30, 2030, (the “Term”) unless otherwise sooner terminated as provided herein. This Agreement shall allow for an annual renegotiation of compensation terms further described in Section 3.0.

2.0 Vendor Services

2.1 The County does hereby retain the Vendor to furnish those services and to perform those tasks (collectively, the "Services") as further described in (i) the County’s Request

for Proposals RFP #24-549, to include all attachments and addenda, and (ii) the Vendor's responsive proposal, 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.

2.2 Marketing Efforts. The Vendor shall produce a strategic promotional plan to include, without limitation, outreach to local resorts, an advertising campaign, and local media coverage. Prior to publication or other public distribution of any promotional material or advertisement which references or includes the Park or Polk County, whether by name, logo or other graphic depiction, the Vendor must receive written approval of the County's Parks and Recreation Manager (the "Manager"). If so, directed by the County, the Vendor shall immediately suspend and discontinue use of any promotional or other advertising material which the County deems objectionable, in its sole and absolute discretion.

2.3 Use of County Property. Throughout the term of this Agreement, the County shall grant the Vendor a limited, non-exclusive right to enter and use the Park property and shall provide the Vendor with use of: (i) an approximately 40'x 8' portable storage unit for purposes of storing the rental vehicles on site at the Park; (ii) an approximately 20' x 8' portable storage unit; and (iii) an approximately 36' x 8' portable, construction-style office trailer for the purposes of conducting ancillary business operations related thereto (collectively, the "Facilities"). Upon the expiration or earlier termination of this Agreement, the Vendor shall surrender use of the Facilities to the County in the same, broom clean condition, reasonable wear and tear excepted. The Vendor shall be responsible for any costs or expenses incurred by the County in storing or removing any property left behind by the Vendor following the expiration or earlier termination of this Agreement. The Vendor shall use the Park solely for purposes of providing the Services and for incidental business operations related thereto, and for no other purpose without obtaining the prior written consent of the Manager, which consent may be withheld in the Manager's sole discretion.

2.4 Parking. This Agreement does not grant the Vendor the right to use specific parking spaces. Available parking spaces are unreserved and may be used by the Vendor, its employees and invitees, in common with the general public who visit the Park.

2.5 Signage. The Vendor shall not paint or place any signs, placards, or any other notice or advertisement (collectively, "Signage") of any type or character upon the doors, walls, roof or windows of the Facilities or elsewhere within the Park without the prior written

consent of the Manager, which may be withheld in the Manager's reasonable discretion. All Signage must directly relate to the Services and Vendor's approved use of the Park. All Signage must comply with applicable code and other applicable restrictions. The Vendor shall not place any Signage upon any other location in the Park.

2.6 Hazardous Materials. The Vendor shall not knowingly or unknowingly generate, store, treat, dispose of, install or otherwise cause or permit any Hazardous Material (defined, below) to be brought upon, kept or used in or about the Park property by the Vendor, its guests, employees, contractors or invitees. If Vendor fails to comply with the foregoing covenant, then the Vendor shall be wholly responsible for (i) all costs incurred in connection with any investigation of site conditions and cleanup, remediation, removal, or restoration work required by any federal, state, or local governmental agency because of the presence of the Hazardous Materials; and (ii) all consequential damage or loss that the County incurs, both regardless of whether such costs, damages or loss arise during or after the Term. If Vendor must take any remedial action in accordance with this section, the Vendor shall first obtain the County's approval and then immediately take all actions (at the Vendor's sole expense) that are necessary to return the Park to the condition existing prior to the introduction of such Hazardous Materials. The term "Hazardous Materials" is defined to include, but not be limited, to any and all substances, materials, wastes, pollutants, elements or compounds in such quantities as are currently or shall in the future be classified as hazardous, toxic, dangerous or capable of posing a risk of injury to health, safety, or property by any Federal, State or local statute, law, ordinance, code, rule, regulation, order, or decree, excepting therefrom such cleaning materials and petroleum products that are typically sold in most retail grocery, and/or home improvement stores with exception to gasoline and other products necessary for the operation of the services. This Section shall survive the expiration or the early termination of this Agreement.

2.7 Security. The Park is secured by a locked gate at the entrance of the property. The County shall not be responsible to Vendor for providing any other security, and the Vendor's use of the Park, the Facilities and the storage and use of vehicles, office equipment, and any other personal property therein is at the Vendor's sole risk and expense. Upon written approval of the Manager, the Vendor may provide for additional security, at its own cost and expense, for the Facilities and the Vendor's vehicles kept inside the Park.

2.8 Restricted Sales. This Agreement allows for the sale of concession items at the Park by the Vendor including food and drink items, but prohibits the sale of alcohol, tobacco products, and other products prohibited by law.

2.9 Exclusivity. The County agrees that during the Term of this Agreement, the Vendor shall be the exclusive provider of ATV rental services at the Park. The County shall not permit any other entity or individual to provide ATV rentals within the Park without the Vendor's written consent.

3.0 **Compensation**

3.1 During the Initial Term, the County shall provide the Vendor with use of the Facilities at an annual rate of \$4,800.00 (Four Thousand Eight Hundred dollars and no cents) payable in 12 monthly installments on the first day of each month.

3.2 The annual rate of compensation shall automatically increase by five percent (5%) on the anniversary of the Effective Date unless otherwise renegotiated.

3.3 The annual rate may, by mutual agreement of the County and the Vendor, be renegotiated annually and executed through amendment to this Agreement.

3.4 In consideration of its providing the Services and of its Rent payment as set forth and described in Section 2.0, the Vendor shall be entitled to retain all revenue that the Vendor derives from its delivering the Services at the Park.

4.0 **Vendor's Responsibilities**

4.1 The Vendor 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 Vendor'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 Vendor's performance or nonperformance of this Agreement. The Vendor 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 Vendor'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 Vendor's performance of the Services pursuant to this Agreement shall become the property of the County after payment is made to the Vendor for such instruments or documents.

6.0 Termination

6.1 The County or the Vendor may terminate this Agreement, in whole or in part, at any time with sixty (60) days' notice, either for convenience or because of the failure of either party to fulfill its obligations under this Agreement, subject to the cure period provided in Section 26.0, by delivering written notice. Upon receipt of such notice, the Vendor 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 Vendor in performing this Agreement, whether completed or in process.

6.1.3 The Vendor shall return all County property in good condition, reasonable wear and tear excepted.

6.2 Unless in dispute or subject to the County's right of set-off or other remedy, the Vendor 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 Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or vendor, other than a bona fide employee working solely for the Vendor, 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 Vendor 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 Vendor requires the assistance of any professional associates or subcontractors in connection with its providing the Services the Vendor 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 Vendor utilizes any professional associates or subcontractors in the delivery of the Services then the Vendor 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 Vendor shall not relieve the Vendor of its obligations to the County under this Agreement.

10.0 Indemnification of County

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

11.0 Insurance Requirements

11.1 The Vendor 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.

11.1.1 Commercial General Liability. \$4,000,000.00 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 Vendor); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

11.1.2 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.

11.1.3 Workers Compensation. The Vendor required to provide statutory benefits, including those that may be required by any applicable federal statute. Any sole proprietor or partner actively engaged in the construction industry, and any corporate officer of a construction or non-construction industry corporation who elects to be exempt from the provisions of the workers' compensation law must provide either a workers' compensation exemption certificate (construction industry) or a letter stating the exemption status and number of employees (non-construction industry). For non-exempt vendors, Employers Liability in the amount of \$1,000,000.

11.2 The Vendor shall provide the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences.

11.3 Polk County, a political subdivision of the State of Florida, must be named as an additional insured with respect to liability arising from all work being performed for Polk County, for Automobile and General Liability policies of insurance.

11.4 General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County.

11.5 The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above.

11.6 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.

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

12.0 Public Entity Crimes

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

13.0 Non-Discrimination

The Vendor 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 Vendor, 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 Vendor shall designate or appoint one or more Vendor representatives who are authorized to act on behalf of and to bind the Vendor 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 Vendor (including its officers, employees, and agents) as the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. The Vendor is to be and shall remain forever an independent contractor with respect to all Services performed under this Agreement. The Vendor 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 Vendor shall have no right to speak for or bind the County in any manner.

18.0 Public Records Law

(a) The Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of this Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of this Agreement, the Vendor 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 VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'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 Vendor shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such Services, 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 Vendor.

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: Parks and Natural Resources Division
330 West Church Street
Bartow, Florida 33830
Attention: Parks and Natural Resources Division Director

For Vendor: Showdown ATV LLC
3671 Queens Cove Boulevard
Winter Haven, Florida 33880
Attention: Casey Reedus and Broderick Oliver

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

Vendor 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 Vendor 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 Vendor 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 Vendor or subcontractor. The Vendor acknowledges and agrees that (i) the County and the Vendor may not enter into this Agreement, and the Vendor 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 Vendor 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 Vendor 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 Vendor, the Vendor may not be awarded a public contract for a period of 1 year after the date of termination. The Vendor 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 Vendor Representations

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

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

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

25.1.4 Vendor now 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.

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

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

25.1.7 Vendor 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 Vendor 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 Vendor is authorized to do so.

26.0 Default and Remedy

If the Vendor materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the Vendor 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 Vendor, 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 Vendor, then the Vendor 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 Vendor 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 VENDOR 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 Vendor 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 Vendor shall notify the County if any of the Vendor's Key Personnel (as defined, below) change during the Term of the Agreement. To the extent possible, the Vendor shall notify the County at least ten (10) days prior to any proposed change in its Key Personnel. At the County's request the Vendor shall remove without consequence to the County any of the Vendor's contractors, sub-contractors, sub-vendors, 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 Vendor's proposed changes in Key Personnel. The following individuals shall be considered "Key Personnel:"

Name: Casey Reedus

Name: Broderick Oliver

32.0 Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

(i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it

submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

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

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

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

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

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

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

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

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

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

33. 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 Vendor 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 Vendor shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

Polk County, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
T.R. Wilson, Chairman
Board of County Commissioners

Date Signed by County _____

Reviewed as to form and legal sufficiency:

 Noah Wilson 3/21/2025
County Attorney's Office

ATTEST:

Showdown ATV LLC,
a Florida limited liability company

By: _____
Casey Reedos
PRINT NAME

By: B. Oliver
Broderick Oliver
PRINT NAME

Owner
TITLE

Owner
TITLE

Date: 5/1/25

SEAL

ACKNOWLEDGEMENT OF VENDOR IF A LIMITED LIABILITY COMPANY

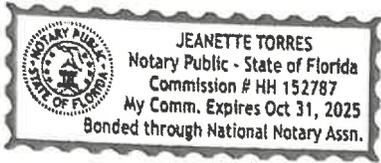
STATE OF Florida County OF Polk

The foregoing instruments was acknowledged before me by means of physical presence or online notarization this 4/30/25 (Date) by Broderick Oliver (Name of officer or agent) as Owner (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 _____

4-30-25 (Date) Jeanette Torres (Official Notary Signature and Notary Seal) _____ (Name of Notary typed, printed or stamped)

Commission Number HH152787 Commission Expiration Date 10-31-25



AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 24-549, ATV Rental at Bone Valley

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY VENDOR 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 VENDOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.

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

Company Name: Showdown ATV LLC

Signature: B. Oliver

Title: owner

Date: ~~2024~~ B.O. 4/30/25

State of: Florida

County of: county

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 30th day of April, 2025, by Broderick Oliver (name) as owner (title of officer) of Showdown ATV (entity name), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: Jeanette Torres

Printed Name of Notary Public: Jeanette Torres

Notary Commission Number and Expiration: HH152782/10-31-2025

(AFFIX NOTARY SEAL)



Affidavit Regarding the Use of Coercion for Labor or Services

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

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

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as an officer or representative of the Nongovernmental Entity.
3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

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

Further Affiant sayeth naught.

Showdown ATV
NONGOVERNMENTAL ENTITY

B. Oliver
SIGNATURE

Broderrick Oliver
PRINT NAME

owner
TITLE

4/30/25
DATE

EXHIBIT “A”
RFP #24-549, to include all attachments and addenda, and the
Vendor's responsive proposal

EXHIBIT “A”

RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal of proposals from vendors that are interested in providing all types of All Terrain Vehicle (ATV) rentals at Bone Valley ATV Park 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: 24-549, ATV Rental at Bone Valley

Description: Provide all supervision, labor, equipment, and supplies to provide all types of ATV rentals at Bone Valley ATV Park.

Receiving Period: Prior to 2:00 p.m., Wednesday, September 18, 2024

Bid Opening: Wednesday, September 18, 2024, at 2:00 p.m. or as soon as possible thereafter.

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

Special Instructions: A **MANDATORY** pre-proposal meeting will be held Friday, August 30, 2024, 2:00 p.m. at Bone Valley ATV Park, located at 10427 County Road 630 W., Mulberry, FL. An authorized representative or agent of the Proposer must be present at this meeting in person as evidenced by their signature on the meeting’s sign-in sheet, or the Proposer’s Proposal will be considered non-responsive. A

MANDATORY site visit will immediately follow. An authorized representative or agent of the Proposer must be present at the site visit as evidenced by their signature on the meeting’s sign-in sheet, or the Proposers Proposal will be considered non-responsive.

Questions regarding this RFP must be in writing and must be sent to Brad Howard, Senior Procurement Analyst, via email at bradhoward@polk-county.net or via fax at (863) 534-6789. All questions must be received by 4:00 p.m. on Monday, September 9, 2024.

RFP REGISTRATION

You must register using this form 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: 24-549

RFP Title: ATV Rental at Bone Valley

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 #24-549, ATV Rental at Bone Valley” 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	24-549
RFP Title	ATV Rental at Bone Valley
Due Date/Time:	September 18, 2024, 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 bradhoward@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 24-549 Tab 1"

"RFP 24-549 Tab 2"

"RFP 24-549 Tab 3"

"RFP 24-549 Tab 4"

"RFP 24-549 Tab 5"

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 Brad Howard at bradhoward@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 24-549, ATV Rental at Bone Valley

Sealed proposals will be received in the Procurement Division, Wednesday, September 18, 2024, prior to 2:00 p.m.

Attached are important instructions and specifications regarding responses to this Request for Proposal (the "RFP"). The failure of a responding proposer (a "Proposer") to follow these instructions could result in Proposer disqualification from consideration for a contract to be awarded pursuant to this RFP.

This document is issued by Polk County (the "County") which is the sole distributor of this RFP and all addenda and changes to the RFP documents. The County shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The County shall post all such addenda, together with any other information pertaining to this RFP, on the County's website at <https://www.polk-county.net/business/procurement/>. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a "Proposal") to this RFP to ensure that that the Proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the Proposer should not rely on such sources for information regarding the RFP solicitation.

Questions regarding this RFP must be in writing and must be sent to Brad Howard, Senior Procurement Analyst, via email at Brad.Howard@polk-county.net or via fax at (863) 534-6789. **All questions must be received by 4:00 p.m. on Monday, September 9, 2024.**

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 the final 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/Background

Polk County, a political subdivision of the state of Florida has operated Bone Valley ATV Park for three (3) years. The facility is a 200-acre park on the south side that includes trails, a track, two hill climb area and training areas and 300-acre park on the north side that includes motocross track and additional trails. The County will continue development of the north side over the next several years. The County has had a successful partnership with Revolution Off Road Experience, LLC for the past three (3) years, however the contract has since expired.

Polk County Parks and Recreation is seeking submittals from vendors interested in continuing to provide ATV rentals for Bone Valley ATV Park.

It is the intent of the County to enter into an agreement with one firm.

Scope of Services

Vendors will provide ATV rentals during the operational hours of Bone Valley ATV Park. The park currently operates Friday thru Monday from 8:00 a.m. to 5:00 p.m. Vendors must have a minimum of eight (8) vehicles, that can be of any make or model, for rent along with an attendant that is 18 years old or older, to be always present on-site at the park. Attendant will be responsible for vendor's clients while on Bone Valley ATV Park property. ATV's may include motorcycles, four-wheelers, and side-by-sides. Vendors will be supplied with a location to meet their clients and conduct business. A site for a Conex storage box (40'x8') will also be available for vendors within 200 yards of the main building.

Polk County will award to one (1) vendor to provide rental services based on qualifications, inventory submitted and business plan. Vendor fees will be considered as a part of the business plan. Monthly vendor fees (if applicable) will be collected upon approval and due on the same date in subsequent months prior to services being performed. Checks are to be made out to Polk County Board of County Commissioners. Park entrance fees are not associated with vehicle rental fees and will be collected separately by the County. There is no gas on property, other than what patrons bring with them. Vendors would be able to bring canned gas with them.

The County shall request the services on an as-needed basis. There is no guarantee that any or all the services described in the agreement will be assigned during the term of the agreement. Further, the Proposer 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 proposers or County staff.

AGREEMENT

The term of this agreement will be for approximately 5 years. The Actual term will be negotiated as part of Elevation Level 4, Contract Negotiations.

SUBMITTAL

Submittals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The responses should be in the same order as the selection and evaluation procedures. Proposals are to be printed double-sided. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective submittal to this solicitation 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 submittals should be contained within a three (3) ring binder (original and each copy in separate binders).

Each submittal should contain:

Tab 1, Introduction Letter

Introduction letter describing your firm, experience, number of years in business, contact name, company address, phone number and email address of contact person.

(One page, single or double sided)

Tab 2, Experience and Expertise (40 Points)

- Provide your firm's organization structure.
- Provide a resume for the project manager and all key personnel that will be involved in providing the services as outlined in the scope of work. (1 page single or double sided for each resume)
- Describe any additional experience within the ATV industry operations, and maintenance, to include any recreational vehicle experience or other rental experience as it relates to the scope of work.

- Provide a minimum of two (2) and a maximum of five (5) projects that demonstrates your firm’s experience with rental of recreational vehicles for similar scope of work services in the past four (4) years as the prime vendor. For each project identified please include (2 pages for each project, single or doubled sided):
 - Client name
 - Contact person
 - Contact’s phone number and email address
 - Cost of the services
 - Start and end date of project.
 - Brief description of the services provided.

Tab 3, Approach to Project (50 points)

- Provide a short narrative project approach outlining how you propose to provide ATV rental services, including types and quantities of vehicles for rent. Also, include how your firm will handle equipment breakdowns as well as client injury as a result of operating your equipment. Ensure that the business plan includes proposals for vehicle rental rates and the park needs.

Tab 4, Cost

Describe proposed compensation to the County and any other additional values that may be provided to the County or patrons of the park; please provide the total all-inclusive compensation to the County. If during Elevation Level 4, Contract negotiations, it is determined that additional services are needed, the cost amount submitted may also be negotiated.

Tab 5, Surveys of Past Performance (10 Points)

- Provide reference surveys from past clients for the projects identified under Tab 2.
- 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)

EVALUATION CRITERIA AND 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.

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 (Selection Committee Evaluation)

Procurement shall score each Proposal on the following evaluation criteria:

- Surveys of Past Performance (Tab 5) - 10 points

Subtotal Points - 10 Points

by the process stated under each corresponding Tab description.

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

- Experience and Expertise (Tap 2) - 40 points
- Approach and Methodology (Tab 3) - 50 points

Subtotal Points - 90 points

by the following process:

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.

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.

A Selection Committee member's total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.

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.

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.

If the Selection Committee decides to interview Proposers based on the final scores, then at a minimum the Selection Committee shall elevate the two highest-ranked Proposers to Elevation Level 3 for interviews. If the Selection Committee decides not to interview Proposers, they will collectively decide if they would like to recommend the Board, or if applicable the County Manager authorize staff to enter into Contract Negotiations with all Proposers, starting with the highest scoring Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the Proposers will then be elevated to Elevation Level 4 for contract negotiations.

The determination of whether the County Manager may authorize negotiations, without further approval of the Board, is contingent upon whether the anticipated cost of the agreement exceeds \$100,000. The County Manager may authorize contract negotiations for contracts which are not anticipated to exceed \$100,000 in total.

Elevation Level 3 (Proposer Interviews)

The Selection Committee shall conduct interviews of the Proposers that it has elevated from Elevation Level 2 to Elevation Level 3. During an interview, elevated Proposers shall make a presentation describing the key elements of their Proposal and/or address any specific topics the Selection Committee may determine necessary. 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 shall evaluate each Proposer with emphasis on the following:

Proposer interview and presentation focusing on the key elements of their presentation and answers to questions of the Selection Committee.

After the interviews, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the highest-ranked Proposer. 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, or if applicable the County manager, authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-ranked Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the highest-ranked Proposer will then be elevated to Elevation Level 4, Contract Negotiations.

The determination of whether the County Manager may authorize negotiations, without further approval of the Board, is contingent upon whether the anticipated cost of the agreement exceeds \$100,000. The County Manager may authorize contract negotiations for contracts which are not anticipated to exceed \$100,000 in total.

Elevation Level 4 (Contract Negotiations)

If a Proposer is elevated to this level, the User division, with the assistance of the Procurement and the County Attorney's Office, shall negotiate an Agreement with the elevated Proposer.

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 enter into 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, and so on, or if the County determines there is no other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.

After contract negotiations with a Proposer are successfully completed pursuant to Elevation Level 4, the Selection Committee shall recommend to the Board of County

Commissioners or County Manager, as applicable, that it selects such Proposer to provide the services as outlined in the Agreement. The Board of County Commissioners or County Manager, as applicable, shall make the final decision whether the County shall enter into an Agreement with a Proposer.

The determination of whether the County Manager may execute a contract, without further Board approval, is contingent upon whether the cost of the agreement exceeds \$100,000. The County Manager may execute contracts that do not exceed \$100,000 in total.

GENERAL CONDITIONS

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.

COMMUNICATIONS

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, the County Manager, 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 the final 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 Vendor, if any, shall maintain, at all times, in force during the contract period the insurance described below as specified with an insurer licensed to do business in the State of Florida; rated "A VIII" or better by A.M. Best Rating Company for Class VIII financial size category. 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.

- Commercial General Liability Insurance \$5,000,000 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:

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 Vendors.

- Comprehensive Automobile Liability Insurance \$1,000,000; 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.
- Workers' Compensation Insurance is required to provide statutory benefits, including those that may be required by any applicable federal statute. Any sole proprietor or partner actively engaged in the construction industry, and any corporate officer of a construction or non-construction industry corporation who elects to be exempt from the provisions of the workers' compensation law must provide either a workers' compensation exemption certificate (construction industry) or a letter stating the exemption status and number of employees (non-construction industry). For non-exempt vendors, Employers Liability in the amount of \$1,000,000.

Polk County, a political subdivision of the State of Florida, must be named as an additional insured with respect to liability arising from all work being performed for Polk County, for Automobile and General Liability policies of insurance.

The certificate holder must be Polk County, a political subdivision of the State of Florida, 330 W Church St, Rm 150, Bartow, Florida 33830.

The general liability and worker's compensation policies shall contain a waiver of subrogation in favor of Polk County.

An original certificate of insurance must be on file in the Procurement Division before a purchase order will be issued.

INDEMNIFICATION

Proposer, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County), protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes

of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, 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, arising out of or resulting from (i) the failure of Proposer to comply with applicable laws, rules or regulations, (ii) the breach by Proposer of its obligations under any Agreement with the County entered into pursuant to this solicitation, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Proposer's performance or nonperformance of the Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Proposer, its professional associates, subcontractors, agents, and employees; provided, however, that Proposer 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. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

PUBLIC ENTITY CRIMES STATEMENT

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

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The County is an equal opportunity/affirmative action employer. The County is committed to equal opportunity employment effort; and expects Proposers 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.

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, Proposer 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, Proposer 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 submittal to the RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

ADDENDA

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

CODE OF ETHICS

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

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.

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 submittals 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 submittals 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 submittals shall remain exempt from disclosure for a period not to exceed twelve (12) months or at Recommendation of Award of the subsequent solicitation.

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

A copy of the protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at <https://www.polk-county.net/business/procurement/protest-procedures/>.

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

UNAUTHORIZED ALIEN(S)

The 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 Proposer will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)

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

B. Pursuant to Section 448.095(5), Florida Statutes, the proposer 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 proposer or subcontractor. The proposer acknowledges and agrees that (i) the County and the proposer may not enter into this Agreement, and the proposer 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 proposer 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 proposer 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 proposer, the proposer may not be awarded a public contract for a period of 1 year after the date of termination. The proposer 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

The County reserves the right to revise, amend or withdraw this proposal at any time to protect its interest. Proposers will not be compensated by the County for costs incurred in preparation of responses to this RFP.

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

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

PUBLIC RECORD LAWS

(a) The Proposer 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 Proposer 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 Proposer 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 Proposer 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 Proposer 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 Proposer or keep and maintain public records required by the County to perform the service. If the Proposer transfers all public records to the County upon completion of this Agreement, the Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Proposer keeps and maintains public records upon completion of this Agreement, the Proposer 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 PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROPOSER'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.

Drug-Free Workplace Form

(Submittal Page)

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, 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 this RFP 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 this RFP, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 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.

Vendor Signature: _____

Date: _____

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 Proposer submitting a proposal package. This is accomplished by sending survey forms to past customers. The customers should return the forms directly to the Proposer. The Proposer is to include all surveys in their proposal package.

Sending the Survey

The surveys shall be sent to all clients for whom the Proposer has identified under Tab 2. Surveys should correlate to all projects identified under Tab 2.

If more surveys are included, Procurement will only use those identified under Tab 2.

1. The Proposer 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 (ATV Rentals for Hillsborough County), Etc.
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2022)

2. The Proposer 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 Proposer is responsible for sending out a performance survey to the clients that have been identified under Tab 2. The survey can be found on the next page.
2. The Proposer should enter the past clients' contact information, and project information on each survey form for each reference. The Proposer should also enter their name as the Proposer being surveyed.
3. The Proposer is responsible for ensuring all references/surveys are included in their submittal under Tab 5.
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 24-549, ATV Rental at Bone Valley**

To: _____ (Name of Person completing survey)

_____ (Name of Client Company/Proposer)

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 Proposer /individual again) and 1 representing that you were very unsatisfied (and would never hire the Proposer /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 market service.	(1-10)	
2	Ability to work with County staff	(1-10)	
3	Ability to provide excellent customer service.	(1-10)	
4	Ability to resolve issues promptly.	(1-10)	
5	Ability to provide modern and well-maintained equipment.	(1-10)	

Printed Name of Evaluator _____

Signature of Evaluator: _____

Please fax or email the completed survey to: _____

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 24-549, ATV RENTAL AT BONE VALLEY

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY PROPOSER 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 PROPOSER OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

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

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by _____ (name) as _____ (title of officer) of _____ (entity name), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: 24-549, ATV Rental at Bone Valley

The undersigned, as an authorized officer of the proposer identified below (the "Proposer"), 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 Proposer in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Proposer and the County on or about the date hereof, whereby the Proposer 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 Proposer, 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 Proposer or subcontractor. The Proposer acknowledges and agrees that (i) the County and the Proposer may not enter into the Contract, and the Proposer 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 Proposer 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 Proposer 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 Proposer, the Proposer may not be awarded a public contract for a period of 1 year after the date of termination. The Proposer shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this _____ day of _____, 2024.

ATTEST:

PROPOSER:

By: _____

By: _____

PRINTED NAME: _____

PRINTED NAME: _____

Its: _____

Its: _____

September 4, 2024

**POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 1
RFP # 24-549, ATV Rental at Bone Valley**

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.

A second **MANDATORY** pre-proposal meeting will be held Tuesday, September 10, 2024, at 9:00 a.m. at Bone Valley ATV Park, located at 10427 County Road 630 W., Mulberry, FL. An authorized representative or agent of the Proposer must be present at this meeting in person as evidenced by their signature on the meeting's sign-in sheet, or the Proposer's Proposal will be considered non-responsive.

The Bid Question Deadline has been extended to Thursday, September 12, 2024, at 4:00 p.m.

The Bid Receiving Date has been extended to Wednesday, September 25, 2024, prior to 2:00 p.m.

Respectfully,

Brad Howard

Sr. Procurement Analyst
Procurement Division

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

Signature

Printed Name:

Title:

Company:

September 17, 2024

**POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 2
RFP # 24-549, ATV Rental at Bone Valley**

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.

A third **MANDATORY** pre-proposal meeting will be held Friday, September 27, 2024, at 2:00 p.m. at Bone Valley ATV Park, located at 10427 County Road 630 W., Mulberry, FL. An authorized representative or agent of the Proposer must be present at this meeting in person as evidenced by their signature on the meeting's sign-in sheet, or the Proposer's Proposal will be considered non-responsive.

The Bid Question Deadline has been extended to Wednesday, October 2, 2024, at 4:00 p.m.

The Bid Receiving Date has been extended to Wednesday, October 9, 2024, prior to 2:00 p.m.

Respectfully,

Brad Howard

Sr. Procurement Analyst
Procurement Division

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

Signature

Printed Name:

Title:

Company:

October 4, 2024

**POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 3
RFP # 24-549, ATV Rental at Bone Valley**

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

Respectfully,

Brad Howard

Brad Howard
Sr. Procurement Analyst
Procurement Division

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

Signature _____
Printed Name: _____
Title: _____
Company: _____

Bid # 24-549, ATV Rental at Bone Valley Addendum # 3

Questions and Answers

- Q1: In reference to 'Tab 4, Cost' is this meant to be the section I am putting in my bid for the park, or do they mean something different by compensation to the county?
- A1: Yes, proposers shall provide their plan to compensate the County if awarded the solicitation. Proposers may propose any type of compensation arrangement; however, it must be inclusive of all costs.

The Cost provided in Tab 4 may be negotiated, during Elevation Level 4, Contract Negotiations.

October 7, 2024

**POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 4
RFP # 24-549, ATV Rental at Bone Valley**

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.

The Bid Receiving Date has been extended to Wednesday, October 16, 2024, prior to 2:00 p.m.

Respectfully,

Brad Howard

Sr. Procurement Analyst
Procurement Division

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

Signature _____
Printed Name: _____
Title: _____
Company: _____



Company Information:

Showdown ATV, 4 years of experience, specializing in off-road vehicle rentals, including ATVs and Polaris Slingshots.

Primary Contact:

Casey Reedus
2337 Tudor House St, Unit 303
Wesley Chapel, FL 33544
showdownatv@gmail.com | (813) 507-5965

Proposal Overview

Showdown ATV Rentals is proud to submit this proposal for the opportunity to partner with Bone Valley ATV Park to provide premium ATV rental services. With four years of proven success, Showdown ATV Rentals has grown to become the leading off-road vehicle rental service in Central Florida, recognized for our customer-centric approach, innovative ATV modifications, and ability to operate in multiple locations. We believe our expertise in the ATV rental industry, coupled with our strong marketing partnerships and commitment to safety, make us an ideal partner for Bone Valley ATV Park.

Showdown ATV is uniquely positioned to bring a new level of excitement and professionalism to Bone Valley, and we look forward to contributing to the park's growth by offering seamless, hassle-free ATV rental services. Our experience and proven success at Withlacoochee State Forest and other locations demonstrate our dedication to delivering high-quality experiences for park visitors, and we are confident that our partnership with Bone Valley will yield positive results for both parties.



Experience and Expertise

Casey Reedus

2337 Tudor House St, Unit 303

Wesley Chapel, FL 33544

casey@orlandoatvridding.com | (813) 507-5965

Professional Summary:

A dedicated and experienced business owner, Casey Reedus has successfully operated Showdown ATV Rentals for the past four years, growing it into a competitive multi-location ATV rental service in Florida. With a deep understanding of customer service, operations, and off-road vehicle maintenance, Casey has introduced innovative services like after-hours ATV riding and Slingshot rentals, enhancing the company's offerings. With a basic mechanical background and a strong grasp of business development, Casey ensures that Showdown ATV Rentals runs smoothly and continues to meet high standards of service and safety.

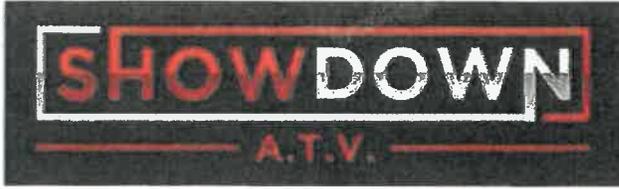
Professional Experience:

Showdown ATV Rentals, Owner/Operator | 2020–Present

- Founded and currently operates Showdown ATV Rentals, overseeing business operations, marketing, customer relations, and equipment maintenance.
- Grew the company to multiple locations, becoming the only ATV rental service in Central Florida to successfully and safely run evening hours operations.
- Successfully introduces and manages new services, including after-hours ATV riding and Polaris Slingshot rentals.
- Implements ATV modifications to enhance user experience and minimize equipment downtime, ensuring a hassle-free experience for riders.
- Manages vendor relationships, secured partnerships, and developed strategic business proposals to expand the company's offerings.

Skills:

- Business Operations & Management
- ATV Rental Services
- Customer Relations & Satisfaction
- ATV Mechanical Skills
- Strategic Planning & Development
- Equipment Maintenance & Safety
- Vendor & Partner Management



Approach to Project

Rental Service Approach:

Showdown ATV is not only dedicated to providing a smooth and enjoyable rental process but also takes pride in its strategic marketing partnerships. We currently partner with well-established companies like Visit Orlando, UNATION, and Adventure Coast, all of which help drive visibility and bookings for our services. We are eager to include Bone Valley in all of our marketing efforts, giving the park increased exposure through these trusted platforms. This will further boost awareness and drive traffic to Bone Valley, ensuring mutual success.

Handling Equipment Breakdown:

No matter the situation, customer safety remains our top priority. In addition to our current safety protocols, we have modified all of our semi-automatic ATVs to fully automatic versions, giving our customers added peace of mind and minimizing the likelihood of being stranded on the trail. Breakdowns are rare but do happen, and our team is trained to quickly assess the situation, ensure the safety of the rider, and address the issue immediately. We always have a towing 4x4 ATV on hand for quick retrieval if a machine cannot be fixed on the trail.



Cost Proposal

Compensation to the County:

We propose a monthly compensation of \$750 to start. This initial range allows both parties to assess the success of the partnership while minimizing risk. We are open to negotiations and adjustments as the partnership develops and traffic increases at Bone Valley.

Additional Clarification:

The proposed monthly fee would cover any necessary storage for our equipment on Bone Valley property. We also understand that the park may require flexibility in compensation, particularly as we begin assessing the volume of traffic and services needed. We are committed to maintaining transparent communication with Bone Valley to ensure mutual success.

Additional Value:

Showdown ATV is engaged with a variety of media and promotional platforms, both domestically and internationally. Through our extensive marketing efforts, which include partnerships with Visit Orlando, UNATION, and Adventure Coast, we will incorporate Bone Valley in our advertisements, raising awareness of the park and its offerings. Showdown ATV has a significant budget dedicated to marketing and promotion, and we will ensure Bone Valley benefits from this exposure. Furthermore, we are eager to participate in and support any events the park hosts, offering machine rentals, assisting with setup, and contributing to the overall success of these events.



Surveys of Past Performance

Showdown ATV Rentals takes pride in maintaining an exceptional level of customer satisfaction, as evidenced by our numerous five-star reviews across multiple platforms, including Google, Groupon, TripAdvisor, GetYourGuide, and Yelp. We consistently receive positive feedback from our clients regarding the quality of our service, equipment, and overall customer experience.

To streamline the review process for Bone Valley, we invite you to visit our [Google page](#), where you can read reviews from customers who have rented from us over the years. Additionally, we are happy to provide direct contact information for any reviewers you see on these platforms if further validation is required.

If formal past project surveys are required, we will gladly work with our clients to complete and submit them in the required format.

We are confident that our dedication to customer service, combined with our years of experience, makes us an ideal partner for Bone Valley ATV Park. Thank you for considering Showdown ATV Rentals for this exciting opportunity, and we look forward to building a strong, successful partnership.

September 4, 2024

**POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 1
RFP # 24-549, ATV Rental at Bone Valley**

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.

A second **MANDATORY** pre-proposal meeting will be held Tuesday, September 10, 2024, at 9:00 a.m. at Bone Valley ATV Park, located at 10427 County Road 630 W., Mulberry, FL. An authorized representative or agent of the Proposer must be present at this meeting in person as evidenced by their signature on the meeting's sign-in sheet, or the Proposer's Proposal will be considered non-responsive.

The Bid Question Deadline has been extended to Thursday, September 12, 2024, at 4:00 p.m.

The Bid Receiving Date has been extended to Wednesday, September 25, 2024, prior to 2:00 p.m.

Respectfully,

Brad Howard

Sr. Procurement Analyst
Procurement Division

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

Signature 
Printed Name: Casey Reedus
Title: Owner
Company: Showdown ATV

September 17, 2024

**POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 2
RFP # 24-549, ATV Rental at Bone Valley**

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.

A third **MANDATORY** pre-proposal meeting will be held Friday, September 27, 2024, at 2:00 p.m. at Bone Valley ATV Park, located at 10427 County Road 630 W., Mulberry, FL. An authorized representative or agent of the Proposer must be present at this meeting in person as evidenced by their signature on the meeting's sign-in sheet, or the Proposer's Proposal will be considered non-responsive.

The Bid Question Deadline has been extended to Wednesday, October 2, 2024, at 4:00 p.m.

The Bid Receiving Date has been extended to Wednesday, October 9, 2024, prior to 2:00 p.m.

Respectfully,

Brad Howard

Sr. Procurement Analyst
Procurement Division

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

Signature	
Printed Name:	Casey Reedus
Title:	Owner
Company:	Showdown ATV

October 4, 2024

**POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 3
RFP # 24-549, ATV Rental at Bone Valley**

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

Respectfully,

Brad Howard

Brad Howard
Sr. Procurement Analyst
Procurement Division

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

Signature	
Printed Name:	Casey Reedus
Title:	Owner
Company:	Showdown ATV



Polk County
Board of County Commissioners

Agenda Item R.14.

5/20/2025

SUBJECT

Approve Agreement between Fox Branch Ranch Community Development District and Polk County in conjunction with the Rolling Oak Estate Drainage Project. (\$40,000 one-time expense)

DESCRIPTION

The County has a project known as the Rolling Oaks Drainage Improvement Project, to improve drainage in the area of Glenview Drive within the Rolling Oaks Estate subdivision (“Project”). The Project consists of the construction of an inlet, riprap, drainage pipelines and a large swale at the northern end of the project. The engineering for the project has identified a parcel containing approximately one-half of an acre located immediately to the north of the Rolling Oaks subdivision for the construction and future maintenance of the large swale and associated improvements. The parcel is part of the common area associated with a very recently platted residential subdivision known as Fox Branch Ranch. Discussions regarding the parcel have been ongoing with the developer throughout the permitting phases of both the County project and the development. The developer recently conveyed the parent tract to the Fox Branch Ranch Community Development District (“CDD”) and negotiations with the CDD, through the developer, have resulted in a proposed purchase price of \$40,000 for the parcel and the CDD has executed and delivered an Agreement for the purchase.

The County Attorney’s Office and the Real Estate Services Director have reviewed the agreement and recommend approval. Approving the Agreement and authorizing the issuance of funds purchase will allow the County to acquire the final parcel needed in order to move forward with the proposed drainage improvement project.

RECOMMENDATION

Request Board approve the above-mentioned Agreement and authorize the issuance of funds in the amount of \$40,000 for the purchase of the parcel.

FISCAL IMPACT

Funds are budgeted and available in Roads and Drainage 5-year CIP in the Drainage and Water Quality Fund.

CONTACT INFORMATION

R. Wade Allen, Director
Real Estate Services
863-534-2577



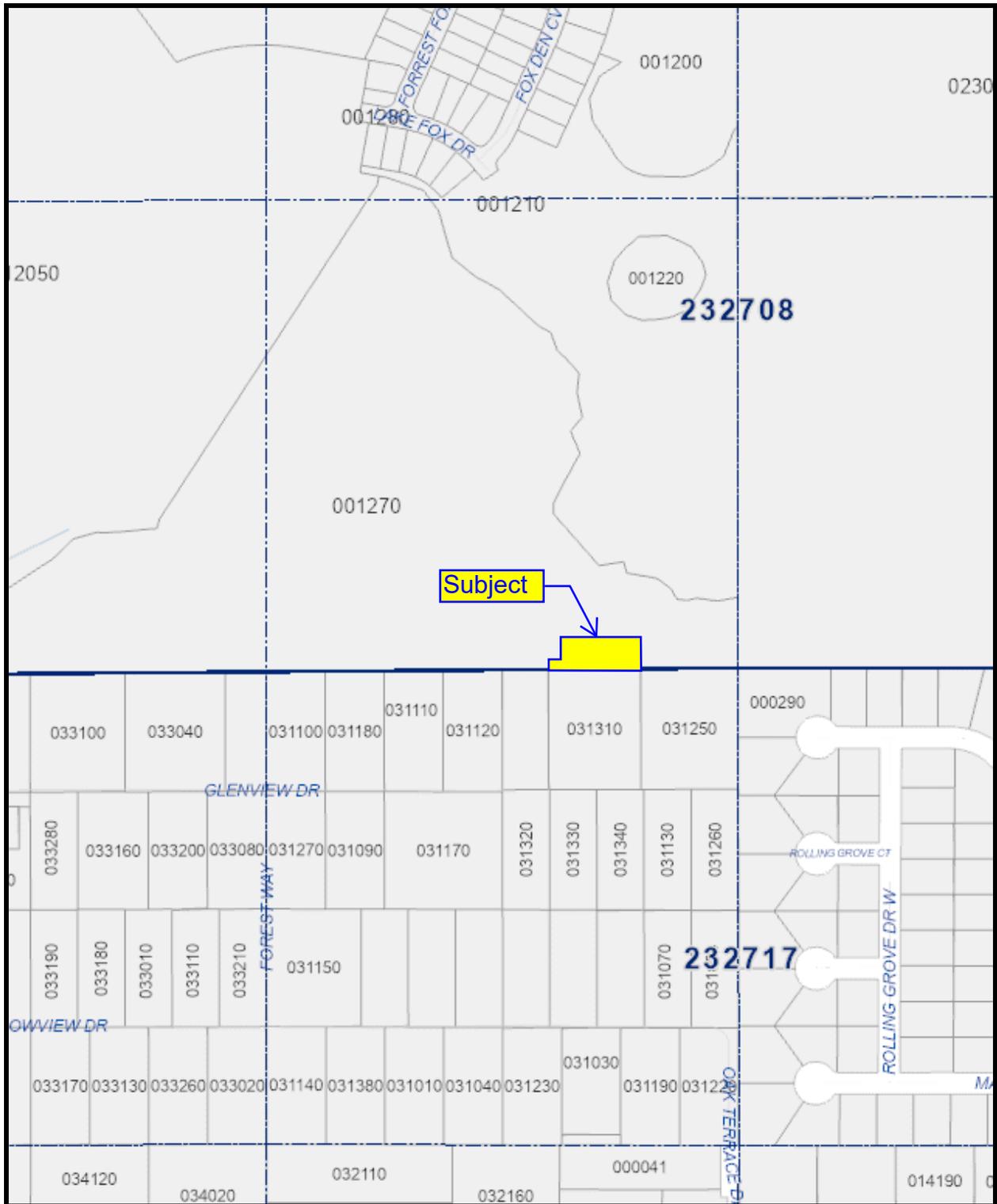
Subject Area



Section 8,
Township 27 South,
Range 23 East



SECTION 8, TOWNSHIP 27 SOUTH, RANGE 23 EAST





Board of County Commissioners

Parent Parcel ID No.: 232708-000778-001270

AGREEMENT

**COUNTY OF POLK
STATE OF FLORIDA**

THIS AGREEMENT made and entered into this 5th day of May, 2025, between **FOX BRANCH RANCH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, #410w, Boca Raton, Florida 33431 (the “Owner”), 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, (the “County”).

WITNESSETH

WHEREAS, Owner agrees to sell to County, and County agrees to purchase from Owner a portion of the lands identified as Parcel ID Number 232708-000778-001270, as more particularly described in Exhibit “A”, (the “Property”), in accordance with the provisions of this Agreement for a drainage project known as the Rolling Oaks Drainage Improvement project (“Project”).

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar each to the other paid, it is agreed as follows:

- (a) Owner agrees to sell and convey the Property by Special Warranty Deed, free of liens, mortgages, and encumbrances, except for those identified in a title commitment to be obtained by the County at the County’s expense on or before the Closing, unto the County, for the sum of \$40,000 (Forty Thousand and 00/100 Dollars). The Special Warranty Deed shall be in substantially the same form as Exhibit “B”.
- (b) The County shall pay unto the Owner the total sum of \$40,000, by County Warrant, within thirty (30) days from date hereof upon simultaneous delivery of said Special Warranty Deed. Any improvements or personal property not removed from subject land by closing shall be considered abandoned by the Owner and conveyed to the County at Closing.
- (c) County agrees to pay documentary stamps on the deed, if any, the cost to record the deed and any ancillary recordable documents.

Equal Opportunity Employer

- (d) Owner shall be responsible for the payment of any and all, current and/or past due real property taxes and assessments, or proration thereof, prorated to the date of closing, and any payment due will be deducted from the Owner's proceeds.
 - (e) County and Owner each represent to the other that it has not incurred the services of a broker and that no persons, firms, corporations, or other entities are entitled to a real estate commission or other fees as a result of this Agreement or the subsequent Closing.
 - (f) The final approval by the Board of County Commissioners of Polk County, Florida and the Closing shall occur no later than May 30, 2025 or this Agreement shall become null and void, unless further extended in writing by all parties herein.
 - (g) The Owner agrees and expressly acknowledges that the monies paid and other consideration given in accordance with this Agreement is just and full compensation for all Property interest and/or claims arising from this acquisition and no other monies including fees and/or cost are owed by the County to Owner.
 - (h) Time is of the essence with regard to all dates or times set forth in this Agreement.
 - (i) COUNTY ACKNOWLEDGES AND AGREES THAT OWNER WILL CONVEY TO COUNTY AND COUNTY WILL ACCEPT THE PROPERTY IN ITS "AS IS" AND "WHERE IS" CONDITION, WITH ALL FAULTS, AND THAT, EXCEPT AS MAY BE EXPRESSLY SET FORTH HEREIN TO THE CONTRARY, OWNER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATIONS OR WARRANTIES REGARDING THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY, THE GROUNDWATER LOCATED IN OR UNDER THE PROPERTY, THE AIR LOCATED ABOVE THE PROPERTY, THE VALUE OF THE PROPERTY, THE SUITABILITY OF THE PROPERTY, OR THE FEASIBILITY OF COUNTY'S INTENDED USE. The provisions of this paragraph shall survive the Closing or any termination of this Agreement, and shall run with the title to the Property.
- **THIS AGREEMENT IS SUBJECT TO FINAL APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA.**

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names on the date shown above.

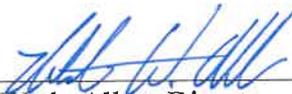
COUNTY:

POLK COUNTY, a political subdivision of the State of Florida

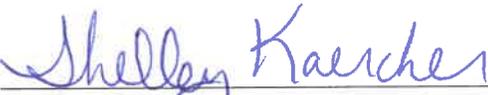
OWNER:

FOX BRANCH RANCH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government pursuant to Chapter 190, Florida Statutes

By: _____

 5/6/25
R. Wade Allen, Director
Real Estate Services
Its Agent

By: _____


Shelley Kaercher, Chair

Approved by the Board:

Date: _____

Project Name: ROLLING OAKS
 Project Number: 7317E22-2
 Tax Folio Number: 23-27-08-000778-001270

DESCRIPTION

A parcel of land being a portion of TRACTS HH-1, II-1, and NN-1, FOX BRANCH RANCH PHASE 1, as recorded in Plat Book 212, Pages 22-29, Public Records of Polk County, Florida and being in the Southeast 1/4 of the Southwest 1/4 of Section 8, Township 27 South, Range 23 East, described as follows:

Commence at the Southeast corner of said FOX BRANCH RANCH PHASE 1 also being the Southeast corner of said Southeast 1/4 of the Southwest 1/4; thence South 89°46'21" West, along the South line of said FOX BRANCH RANCH PHASE 1 also being the South line of said Southeast 1/4 of the Southwest 1/4, a distance of 531.25 feet to the Northwest corner of a parcel as described in Official Records Book 7556, Page 2066, Public Records of Polk County, Florida and the **Point of Beginning**; thence North 00°02'29" West, along the Northerly extension of the West line of said parcel, 25.00 feet; thence North 89°46'21" East, 30.09 feet; thence North 00°02'29" West, 60.00 feet; thence North 89°46'21" East, 228.00 feet to the Northerly extension of the East line of a parcel as described in Official Records Book 3420, Page 1473, Public Records of Polk County, Florida; thence South 00°02'29" East, along said Northerly extension of East line, 85.00 feet to said South line; thence South 89°46'21" West, along said South line, 258.09 feet to the **Point of Beginning**.

Containing 20,132 square feet, more or less

SHEET 1 of 2

FOR SKETCH SEE SHEET 2 OF 2

REVISION	DATE	BY
ADDED INFORMATION FROM PLAT BOOK 212 PAGES 22-29	04/15/2025	BCZ

Project Name: ROLLING OAKS
 Project Number: 7317E22-2
 Tax Folio Number: 23-27-08-000778-001270

DESCRIPTION

A parcel of land being a portion of TRACTS HH-1, II-1, and NN-1, FOX BRANCH RANCH PHASE 1, as recorded in Plat Book 212, Pages 22-29, Public Records of Polk County, Florida and being in the Southeast 1/4 of the Southwest 1/4 of Section 8, Township 27 South, Range 23 East, described as follows:

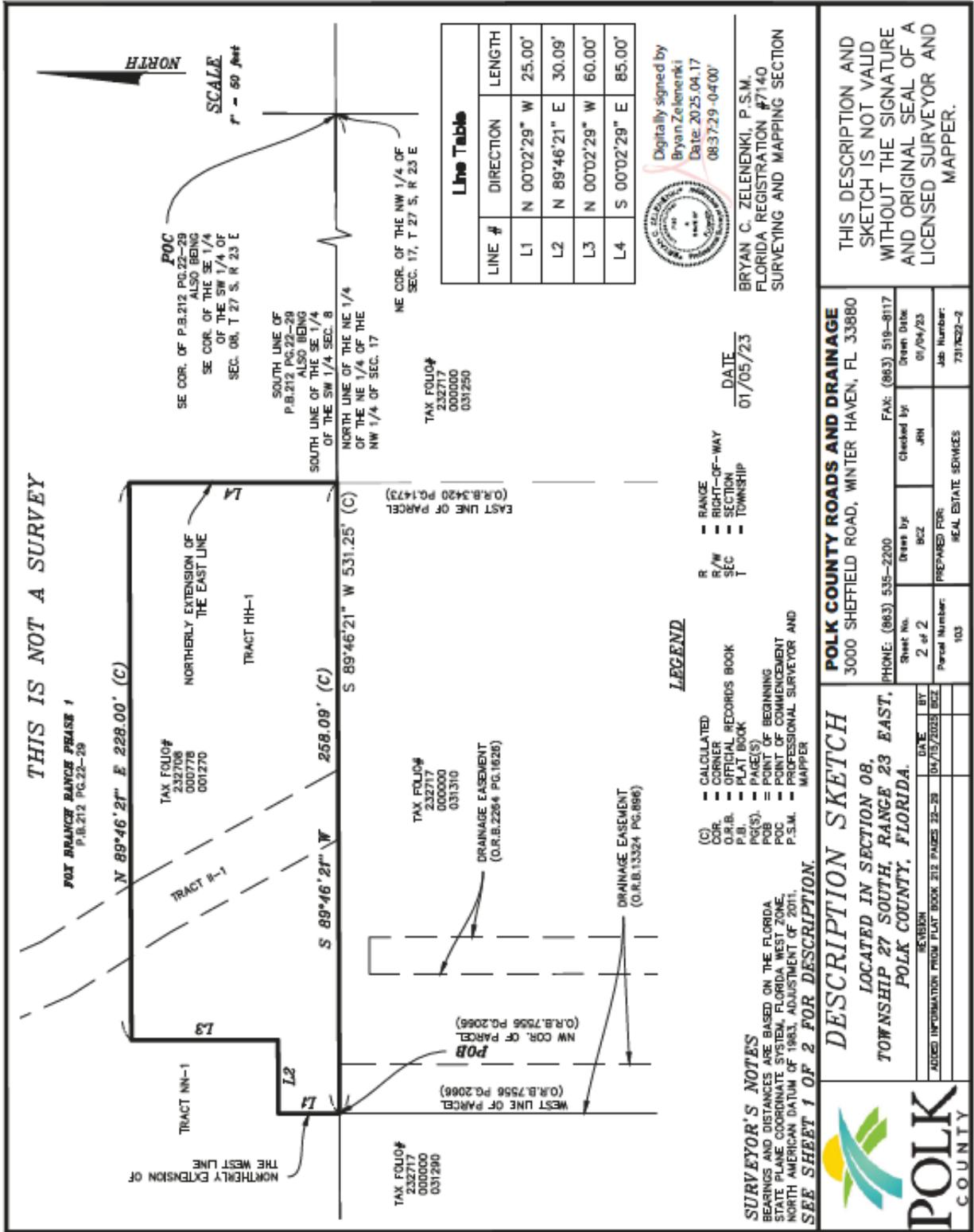
Commence at the Southeast corner of said FOX BRANCH RANCH PHASE 1 also being the Southeast corner of said Southeast 1/4 of the Southwest 1/4; thence South 89°46'21" West, along the South line of said FOX BRANCH RANCH PHASE 1 also being the South line of said Southeast 1/4 of the Southwest 1/4, a distance of 531.25 feet to the Northwest corner of a parcel as described in Official Records Book 7556, Page 2066, Public Records of Polk County, Florida and the **Point of Beginning**; thence North 00°02'29" West, along the Northerly extension of the West line of said parcel, 25.00 feet; thence North 89°46'21" East, 30.09 feet; thence North 00°02'29" West, 60.00 feet; thence North 89°46'21" East, 228.00 feet to the Northerly extension of the East line of a parcel as described in Official Records Book 3420, Page 1473, Public Records of Polk County, Florida; thence South 00°02'29" East, along said Northerly extension of East line, 85.00 feet to said South line; thence South 89°46'21" West, along said South line, 258.09 feet to the **Point of Beginning**.

Containing 20,132 square feet, more or less

SHEET 1 of 2

FOR SKETCH SEE SHEET 2 OF 2

REVISION	DATE	BY
ADDED INFORMATION FROM PLAT BOOK 212 PAGES 22-29	04/15/2025	BCZ



This instrument was prepared by and upon recording should be returned to:

(This space reserved for Clerk)

Jere Earlywine, Esq.
Kutak Rock LLP
107 W College Avenue
Tallahassee, Florida 32301

Parent Parcel ID No.: 232708-000778-001270

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made to be effective as of the ____ day of _____ 2025, by and between:

FOX BRANCH RANCH COMMUNITY DEVELOPMENT DISTRICT, a community development district formed pursuant to Chapter 190, Florida Statutes, whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**Grantor**"); and

POLK COUNTY, FLORIDA, a political subdivision of the State of Florida, whose mailing address is Post Office Box 9005, Drawer RE-01, Bartow, Florida 33831-9005 ("**Grantee**").

SPECIAL WARRANTY GRANT OF FEE TITLE

WITNESS THAT GRANTOR, for good and valuable consideration in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, grants, bargains and conveys to Grantee forever, all of the right, title, interest, claim and demand which the Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Polk, State of Florida, and more particularly below ("**Property**") Identified in **Exhibit "A"** attached hereto.

TOGETHER with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever. Such conveyance is subject to all matters of record; however, reference hereto shall not operate to re-impose the same.

The Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple and that the Grantor has good right and lawful authority to sell and convey said land. Further, the Grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under Grantor, but against none other. Additionally, the Grantor warrants that it has complied with the provisions of Section 196.295, *Florida Statutes*.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed on the day and year first above written.

WITNESS

FOX BRANCH RANCH COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____
Address: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2025, by _____, as _____ of Fox Branch Ranch Community Development District, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Exhibit “A” to Special Warranty Deed – Sheet 1 of 2

Project Name: ROLLING OAKS
 Project Number: 7317E22-2
 Tax Folio Number: 23-27-08-000778-001270

DESCRIPTION

A parcel of land being a portion of TRACTS HH-1, II-1, and NN-1, FOX BRANCH RANCH PHASE 1, as recorded in Plat Book 212, Pages 22-29, Public Records of Polk County, Florida and being in the Southeast 1/4 of the Southwest 1/4 of Section 8, Township 27 South, Range 23 East, described as follows:

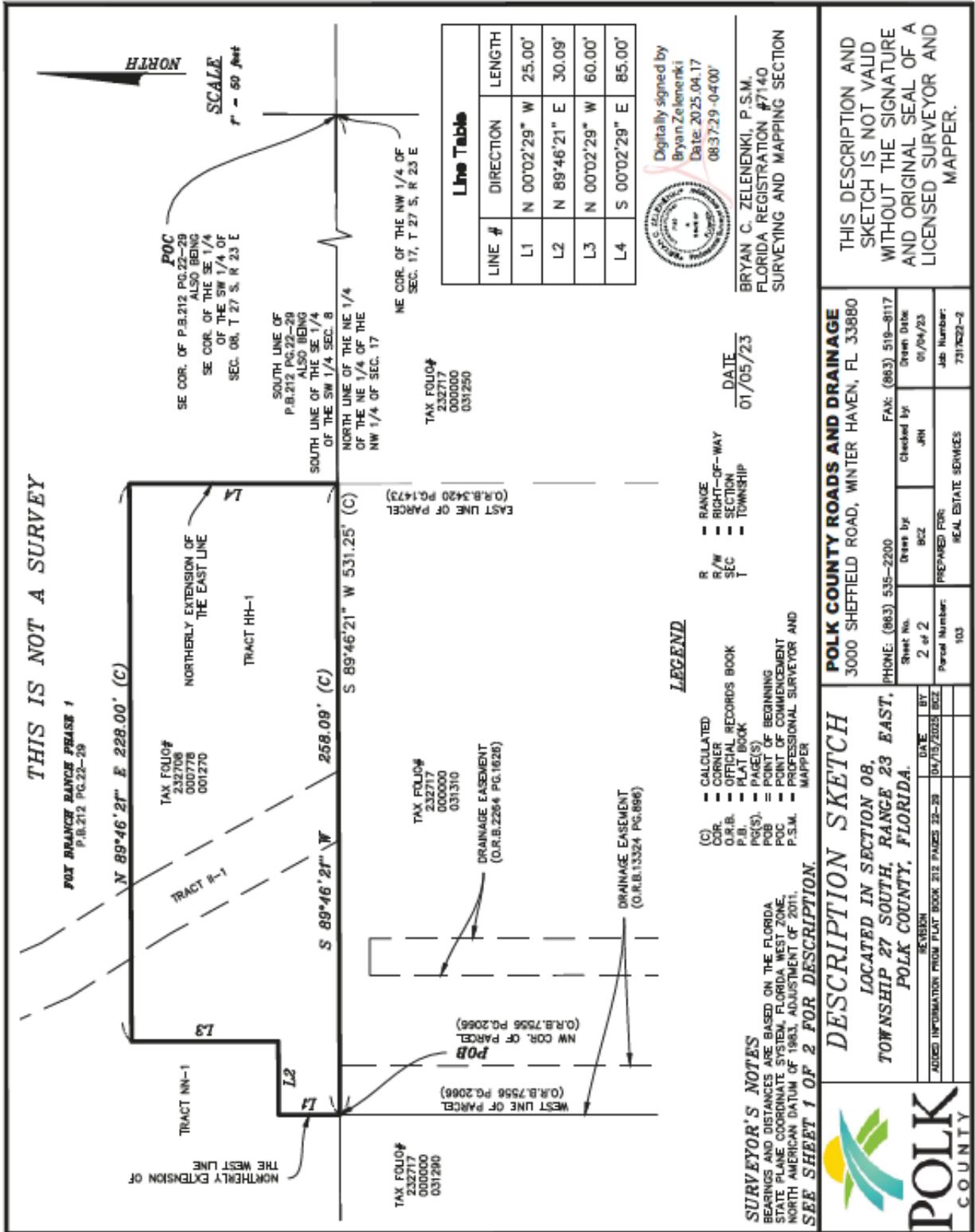
Commence at the Southeast corner of said FOX BRANCH RANCH PHASE 1 also being the Southeast corner of said Southeast 1/4 of the Southwest 1/4; thence South 89°46’21” West, along the South line of said FOX BRANCH RANCH PHASE 1 also being the South line of said Southeast 1/4 of the Southwest 1/4, a distance of 531.25 feet to the Northwest corner of a parcel as described in Official Records Book 7556, Page 2066, Public Records of Polk County, Florida and the **Point of Beginning**; thence North 00°02’29” West, along the Northerly extension of the West line of said parcel, 25.00 feet; thence North 89°46’21” East, 30.09 feet; thence North 00°02’29” West, 60.00 feet; thence North 89°46’21” East, 228.00 feet to the Northerly extension of the East line of a parcel as described in Official Records Book 3420, Page 1473, Public Records of Polk County, Florida; thence South 00°02’29” East, along said Northerly extension of East line, 85.00 feet to said South line; thence South 89°46’21” West, along said South line, 258.09 feet to the **Point of Beginning**.

Containing 20,132 square feet, more or less

SHEET 1 of 2

FOR SKETCH SEE SHEET 2 of 2

REVISION	DATE	BY
ADDED INFORMATION FROM PLAT BOOK 212 PAGES 22-29	04/15/2025	BCZ





Polk County
Board of County Commissioners

Agenda Item R.15.

5/20/2025

SUBJECT

Accept Quit Claim Deed for property being donated for conservation preservation, Keller Estate. (No fiscal impact)

DESCRIPTION

The County's Land Donation Program allows property owners to donate property to the County for which there is a need or use by the County. A representative for the owner of a parcel of land contacted the County and offered to donate the property to the County. The property, identified as Parcel ID Number 293125-000000-034010, is a vacant parcel located in the southeast part of the County. The County's staff reviewed the parcel and determined that the property, which is located within, or adjacent to, a recognized State Conservation area known as the Bombing Range Ridge Florida Forever Board of Trustees - Project Areas as well as being located within the Avon Park Bombing Range Buffer area. The subject property is a nearly square-shaped parcel containing approximately 2.5-acres which has very little market value and limited or no access.

Frank and Janet Keller, husband and wife, acquired the property in 2006. Both are now deceased with Janet predeceasing Frank. Lisa Orfield, as Personal Representative of Frank's Estate, has executed and delivered a Quit Claim Deed to the County for the conveyance of the property. Accepting and approving the Quit Claim Deed will allow the County to take ownership of the property being donated to be utilized for conservation preservation.

RECOMMENDATION

Request Board accept the aforementioned Quit Claim Deed.

FISCAL IMPACT

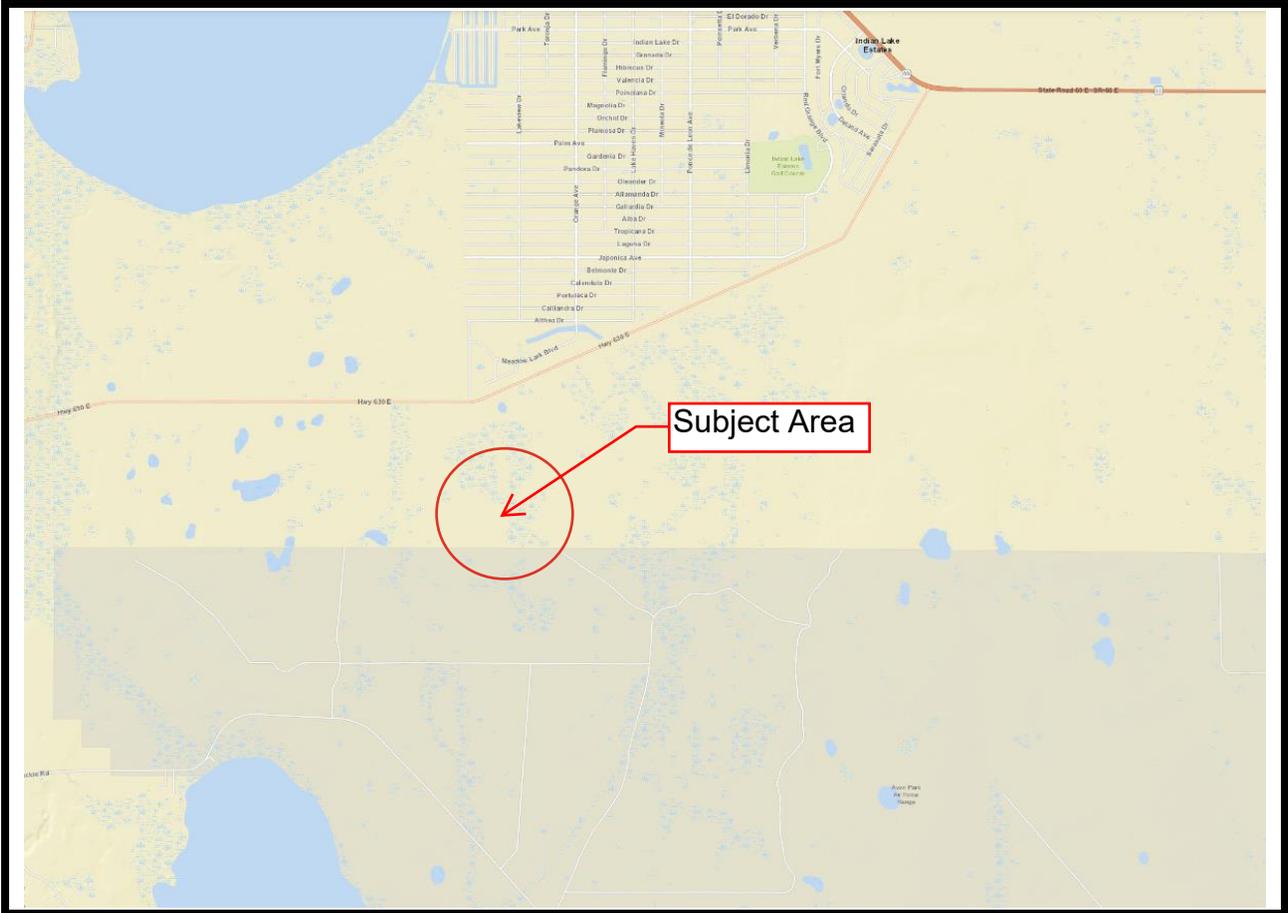
No fiscal impact.

CONTACT INFORMATION

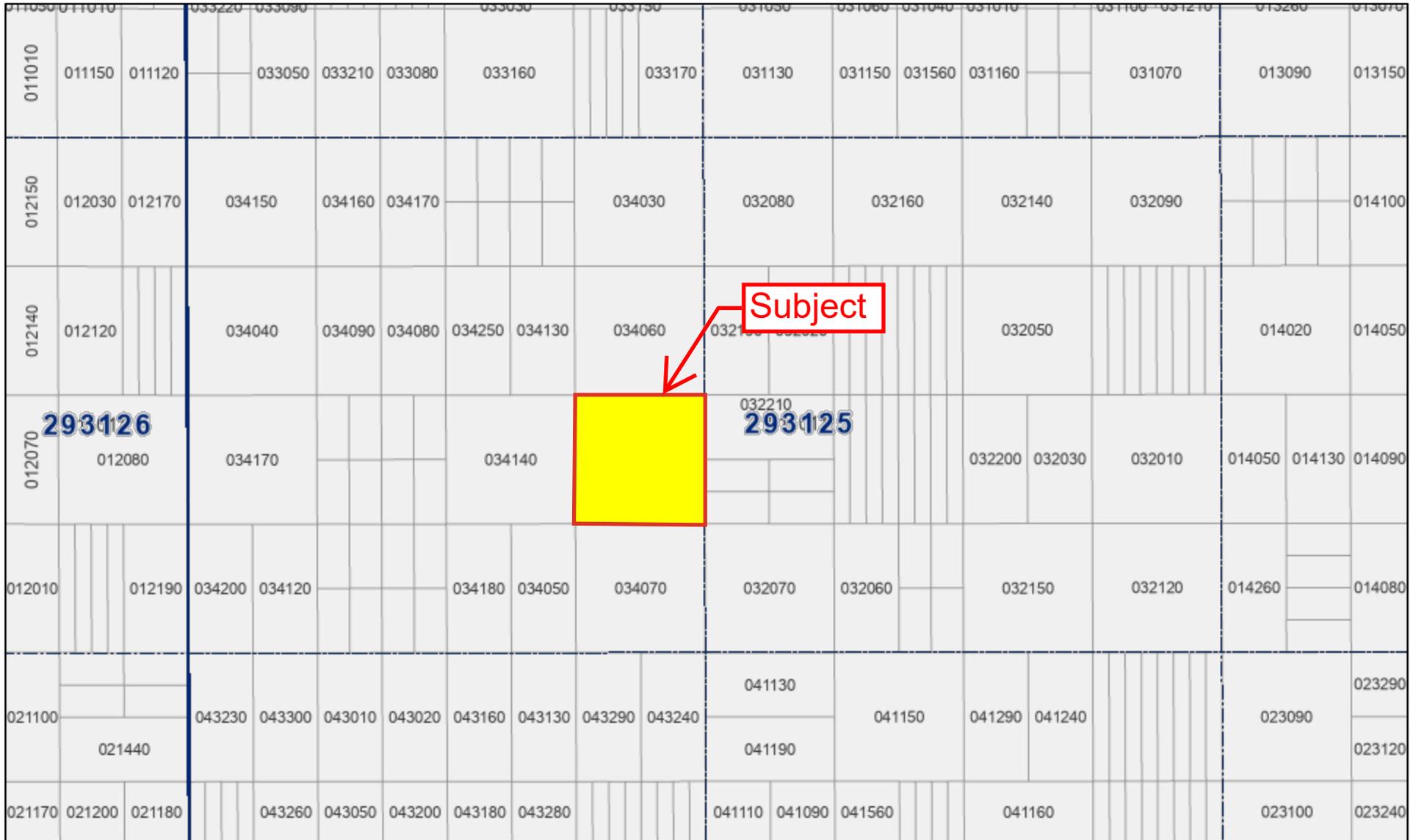
R. Wade Allen, Director
Real Estate Services
863-534-2577



SECTION 25, TOWNSHIP 31 SOUTH, RANGE 29 EAST



Section 25, Township 31 South, Range 29 East



- PLSS Townships
- PLSS Sections
- PLSS Boundaries

Parcels

DOR_CD

- 8050; 9350; 9360
- <all other values>

0 195 390 780 Feet

All maps are worksheets used for illustrative purposes only, they are not surveys. The Polk County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is".



Polk County Property Appraiser
Polk County, Florida

April 8, 2025



This Instrument prepared under the direction of:
R. Wade Allen, Director
Polk County Real Estate Services
P.O. Box 9005, Drawer RE-01
Bartow, Florida 33831-9005
By: Melanea Hough
Conservation Preservation Donation
Parcel I.D. No.: 293125-000000-034010

QUIT CLAIM DEED

THIS INDENTURE, made this 25th day of April, 2025, between **LISA K. ORFIELD, as Personal Representative of the Estate of FRANK A. KELLER, SR., deceased**, whose address is 4559 Glen Haven Circle, Batavia, Ohio 45103 Grantors, 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 her 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 Grantors has in and to the following described land, situate, lying and being in the County of Polk, State of Florida, to-wit:

The Northeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 25, Township 31 South, Range 29 East, Polk County, Florida.

Being the same property described in that certain Quit-Claim Deed recorded in Official Records Book 07043 at Page 1388, Public Records of Polk County, Florida.

TO HAVE AND TO HOLD THE SAME, together with all and singular the appurtenances thereto belonging or in anywise incident or appertaining, and all the estate, right, title, interest, and claim whatsoever of the said Grantor, in law or in equity to the only proper use, benefit, and behoove of the said Grantee, its successors and assigns forever.

The property described herein does not constitute the homestead property of the Grantor.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, said Grantor has hereunto set her hand and seal the date first above written.

Signed, Sealed and Delivered in the presence of:
(Signature of two witnesses required by Florida Law)

[Signature]
Witness

Print Name Jennifer Cross

Address 425 Shepherds Way, Morrow OH 45752

[Signature]
Witness

Print Name Sue Werner

Address 1275 Avalon Dr Maineville, OH 45039

[Signature]
Lisa K. Orfield, as Personal
Representative of the Estate of Frank A.
Keller, Sr., deceased,

STATE OF Ohio

COUNTY OF Warren

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 25th day of April, 2025 by Lisa K. Orfield, as Personal Representative of the Estate of Frank A. Keller, Sr., deceased, who is personally known to me or has produced _____ as identification.

(AFFIX NOTARY SEAL)



JENNIFER D BRAYTON
Notary Public
State of Ohio
My Comm. Expires
June 12, 2028

[Signature]
Notary Public

Print Name Jennifer D. Brayton

My Commission Expires 6-12-2028



Polk County
Board of County Commissioners

Agenda Item R.16.

5/20/2025

SUBJECT

Authorize a County Deed to the State of Florida, Department of Transportation (“FDOT”) and accept the subsequent easement for ingress/egress from FDOT, all in conjunction with the West Pipkin Road project. (No fiscal impact)

DESCRIPTION

In 2020 the FDOT conveyed multiple parcels to the County, by Quit Claim Deed recorded in O.R. Book 11418, at Pages 1037 through 1045, associated with an abandoned state road project known as State Road 563. The parcels were conveyed for the purpose of being utilized by the County for a community investment four-lane road project known as the West Pipkin Road Improvement Project. The parcels were to be utilized for mainline right-of-way as well as for stormwater and wetland mitigation facilities for the County project and the deed contained a reverter provision to that effect.

One of the parcels, which is a portion of a parcel identified by FDOT as Parcel 114, was to be utilized by the County as access to a wetland mitigation site from Dosseywood Lane. The portion of Parcel 114 conveyed to the County consisted of an entire platted lot known as Lot 15 of the plat of Pipkin Village. The remaining platted lots at the end of Dosseywood Lane have been surplus by FDOT and sold back to the prior owner of the properties. The prior owner is constructing residences on the adjacent properties and contacted the County requesting a portion of the platted lot to accommodate additional units. The construction of the West Pipkin Road project is nearly complete and after a review it has been determined that only the easterly 30-feet of said Lot 15 is needed for access to the mitigation site; however, due to the reverter provision the property can only be conveyed back to FDOT. After discussions with the FDOT it has been requested that the County convey back the interest in the portion of Parcel 114 to fulfill the reverter provision so that FDOT can surplus the property through its normal process. To accommodate for the access that is needed to the wetland mitigation site FDOT has agreed to grant an easement for ingress/egress to the County over the easterly 30-feet of the parcel. Authorizing the conveyance of the portion of Parcel 114 owned by the County to FDOT and accepting the subsequent easement from FDOT over the easterly 30-feet thereof will give the County the access needed for its facility and give FDOT back that portion of the parcel not needed for the road project.

RECOMMENDATION

Request Board authorize the conveyance, by County Deed, to FDOT for a portion of Parcel 114 as more fully described in the County Deed attached hereto and accept the subsequent easement from FDOT for ingress/egress and access to the mitigation facility.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

R. Wade Allen, Director
Real Estate Services
863-534-2577



North

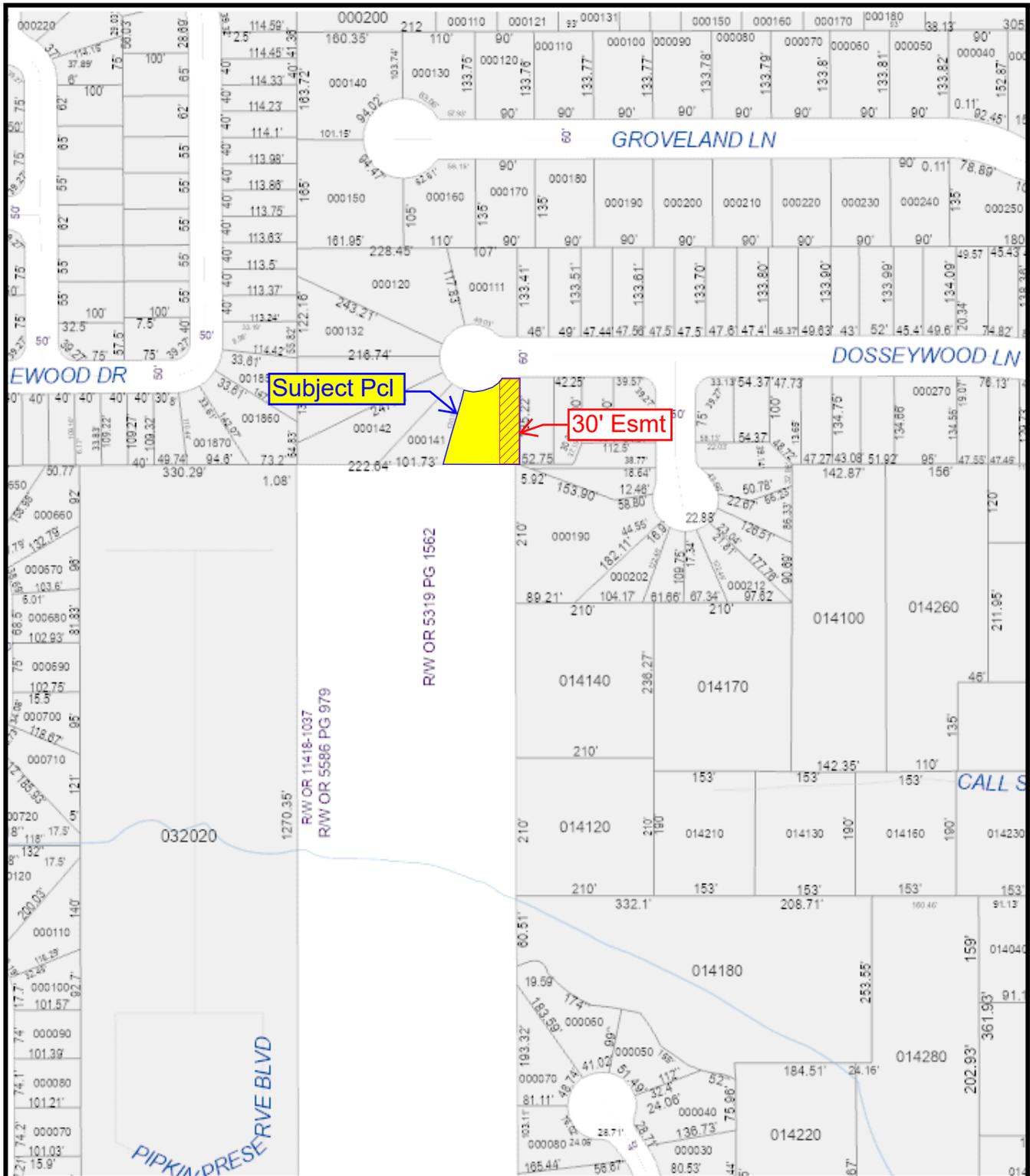
Subject Area



Section 11,
Township 29 South,
Range 23 East



SECTION 11, TOWNSHIP 29 SOUTH, RANGE 23 EAST



This instrument prepared under the direction of:
R. Wade Allen, Director
Polk County Real Estate Services
P. O. Box 9005, Drawer RE-01
Bartow, Florida 33831-9005
By: Scott C. Lowery

COUNTY DEED

THIS DEED, made this 20th day of May, 2025, by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, Grantee, whose post office address is Post Office Box 1249, Bartow, Florida 33831-1249.

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 the 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:

See Exhibit "A"

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

GRANTOR:
Polk County, a political subdivision of
the State of Florida

By: _____
Deputy Clerk

By: _____
T.R. Wilson, Chairman
Board of County Commissioners

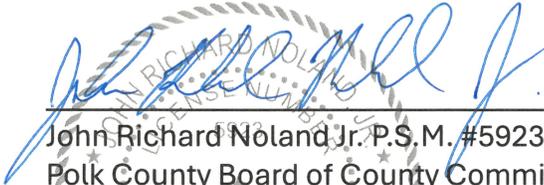
(Seal)

Exhibit "A"

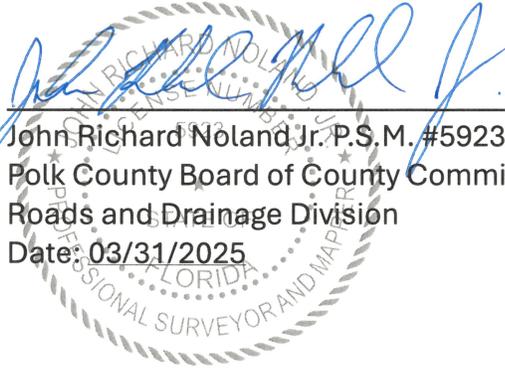
Lot 15, PIPKIN VILLAGE, a subdivision in Section 11, Township 29 South, Range 23 East, as recorded in Plat Book 97 Page 42 of the Public Records of Polk County, Florida.

Containing 12,316 square feet, more or less.

Legal Description Approved by:



John Richard Noland Jr. P.S.M. #5923
Polk County Board of County Commissioners
Roads and Drainage Division
Date: 03/31/2025





Polk County
Board of County Commissioners

Agenda Item R.17.

5/20/2025

SUBJECT

Approve Agreements for Transfer of Public Road between the Town of Dundee and Polk County for portions of Lake Mabel Loop Road, Canal Road and Tindel Camp Road and authorize County Deeds for the rights-of-way associated therewith. (No fiscal impact)

DESCRIPTION

Lake Mabel Loop Road, Canal Road and Tindel Camp Road are all County-maintained road classified as rural minor collector roadways, portions of which lie within and/or adjacent to the municipal limits of the Town of Dundee ("Town"). That portion of Lake Mabel Loop Road from Tindel Camp Road to H.L. Smith Road; that portion of Canal road from Lake Mabel Loop Road to Porter Drive and that portion of Tindel Camp Road from Scenic Highway (SR17) to Lake Mabel Loop Road are proposed to be transferred to the Town in conjunction with proposed development adjacent to the roadway portions.

Florida Statutes allow for the transfer of public roads between jurisdictions by mutual agreement of the affected governments and a conveyance of the associated rights-of-way by deed. The Town has reviewed and approved, at its meeting held May 13, 2025, the Agreements for Transfer of Public Roads and has agreed to accept the County Deeds for the associated rights-of-ways. Approving said Agreements and authorizing the County Deeds to the Town for the associated rights-of-ways will transfer ownership of the subject road portions and will remove the roadway portions from the County's Road inventory thereby allowing the County to cease maintenance and future liability responsibilities associated with them.

RECOMMENDATION

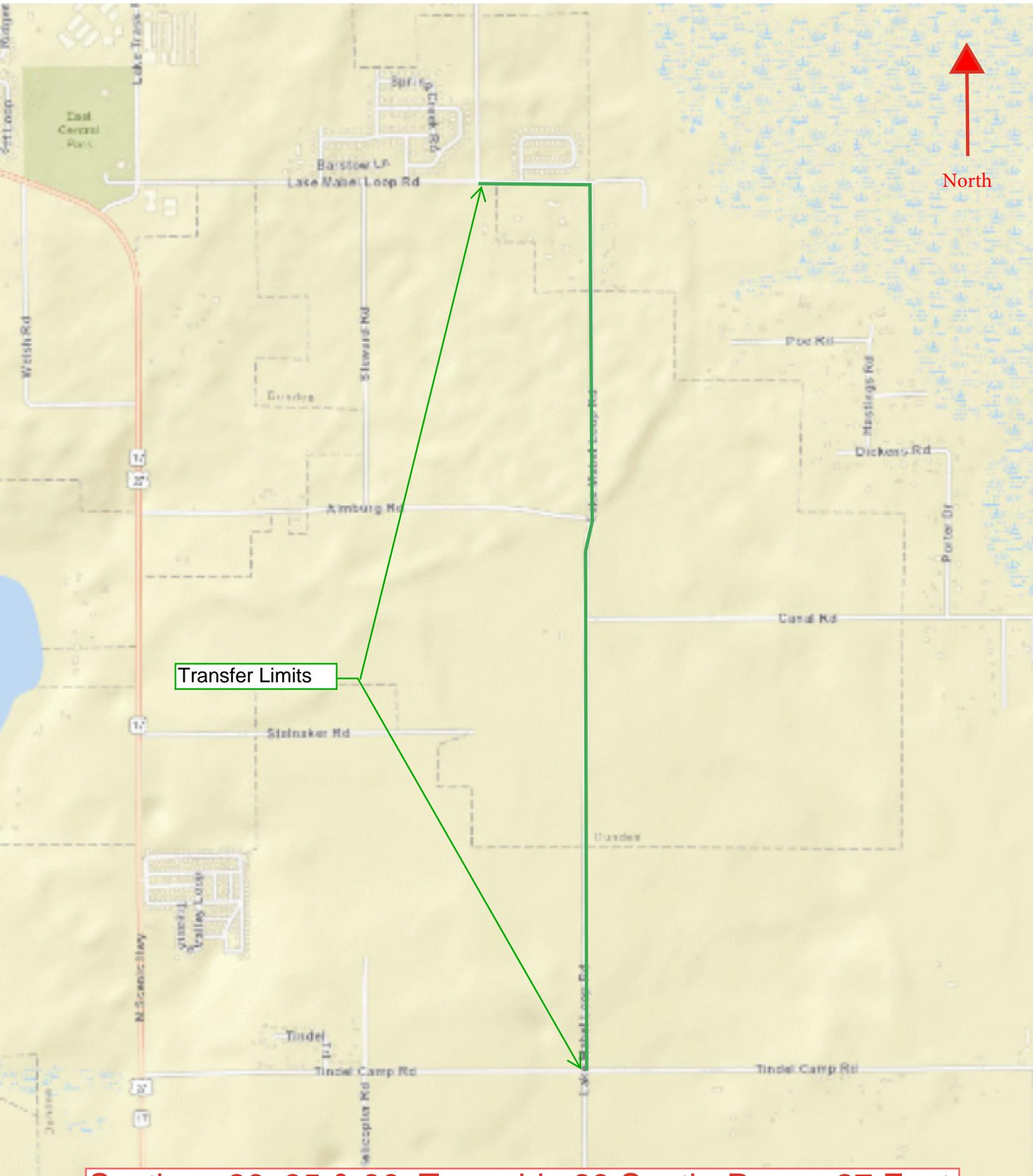
Request Board approve the aforementioned Agreements for Transfer of Public Roads and authorize the County Deeds to the Town for the right-of-way associated therewith.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

R. Wade Allen, Director
Real Estate Services
863-534-2577



Sections 26, 35 & 36, Township 28 South, Range 27 East
and Sections 1 & 2, Township 29 South, Range 27 East

AGREEMENT FOR TRANSFER OF PUBLIC ROADS

between

THE TOWN OF DUNDEE, FLORIDA

and

POLK COUNTY, FLORIDA

FOR A PORTION OF LAKE MABEL LOOP ROAD FROM H. L. SMITH ROAD EAST TO THE NORTHEAST CORNER OF SECTION 35 AND THEN SOUTHERLY TO TINDEL CAMP ROAD, DUNDEE, FLORIDA.

This is an Agreement by and between the Town of Dundee, a municipal corporation of the State of Florida (TOWN), and Polk County, a political subdivision of the State of Florida (POLK), their respective successors and assigns.

WITNESSETH

WHEREAS, Chapter 335, Florida Statutes, Subsection 335.0415(3) authorizes the transfer of public roads between jurisdictions by mutual agreement of the affected governmental entities; and

WHEREAS, Lake Mabel Loop Road, a Rural Minor Collector Road and is within the County Road System that lies within and adjacent to the corporate limits of the TOWN; and

WHEREAS, TOWN has requested and POLK has agreed to transfer a portion of Lake Mabel Loop Road from H.L. Smith Road, east to the Northeast Corner of Section 35 and then southerly to Tindel Camp Road, (ROAD), in order to accommodate the transfer of maintenance and operational responsibilities to TOWN; and

WHEREAS, TOWN and POLK acknowledge and agree that POLK assigned a cost value for the ROAD; and

WHEREAS, TOWN and POLK acknowledge and agree that, the cost value for the ROAD is equal to \$1,306,908.94; and

WHEREAS, Chapter 337, Florida Statutes, Subsection 337.29(3) provides that upon such transfer, liability for torts shall be in the governmental entity having operation and maintenance responsibility for such roads; and

WHEREAS, a transfer of the ROAD is in the best interests of TOWN and of POLK; and

NOW, THEREFORE, in consideration of the promises, mutual covenants, and conditions hereinafter contained, the parties agree as follows:

SECTION 1: Recitals

The above recitals are true and correct and incorporated herein.

SECTION 2: Description of public roads subject to agreement

THE ROAD as depicted on the map attached hereto and made a part hereof as Attachment “A”, and more particularly described as:

Portions of Lake Mabel Loop Road from H.L. Smith Road east to the N.E. Corner of Section 35, Township 28 South, Range 27 East; and from said point south to Tindel Camp Road.

Including, but not limited to those parts of the rights-of-ways for Lake Mabel Loop Road that lies within the above-described corridor, as depicted, or described in the following documents: Maintained Right-of-Way as recorded in Map Book 6, Pages 396 through 399 and Map Book 11, Pages 144 through 155 and any Rights-of-Way dedicated by recorded Plats and any Deeded Right-of-Way recorded in the Public Records of Polk County, Florida that lies along the above-described corridor.

All lying and being in Sections 26, 35, and 36, Township 28 South, Range 27 East, and Sections 1 and 2, Township 29 South, Range 27 East, Polk County, Florida.

SECTION 3: Transfer and acceptance of roads

POLK agrees to transfer, by County Deed, the ROAD as described above, and TOWN agrees to acknowledge and accept this transfer. Upon execution of this agreement both parties agree that the ROAD thus transferred will no longer be a part of the Polk County Road System, will become part of the Town of Dundee Road System, and all jurisdiction over the ROAD and the responsibility for operation and maintenance of the ROAD and associated infrastructure will be with TOWN.

SECTION 4: Liability for torts

As provided in Sections 335.0415 and 337.29, Florida Statutes, upon transfer of the ROAD from POLK to TOWN, liability for torts shall be in the TOWN, subject to the limitations of liability set forth in Section 768.28, Florida Statutes, and any other applicable sovereign immunity defense and /or defenses available under application Florida law.

Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of the Town's or County's sovereign immunity or an increase in the limits of liability contained in Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

SECTION 5: Costs of transfer of ROAD

COUNTY will record the Agreement and County Deed. Any and all costs associated with this transfer of ROAD shall be borne by TOWN.

SECTION 6: Amendments

No modification, amendment, or alterations of the terms or conditions contained herein shall be effective unless contained in the written document executed by the parties hereto with the same formality, and of equal dignity herewith.

SECTION 7: Severability

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

SECTION 8: Term

This Agreement is effective upon approval of the parties' respective Governing Bodies and execution by both parties set out below.

IN WITNESS WHEREOF, the Town of Dundee has made and executed this Agreement on the date shown below, through its Town Commissioners, signing by and through its Mayor, as authorized to execute the same by Town Commission action on the _____ day of _____, 2025.

ATTEST:

TOWN OF DUNDEE

By: _____
Erica Anderson, Town Clerk

By: _____
Sam Pennant, Mayor

This ____ day of _____, 2025

Reviewed as to form and legality

Frederick J. Murphy, Jr., Town Attorney Date

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Polk County has made and executed this Agreement on the date shown below, through its Board of County Commissioners, signing by and through its Chairman, authorized to execute the same by Board action on the _____ day of _____, 2025.

ATTEST:
Stacy M. Butterfield, Clerk

POLK COUNTY
Board of County Commissioners

By: _____
Deputy Clerk

T.R. Wilson, Chairman

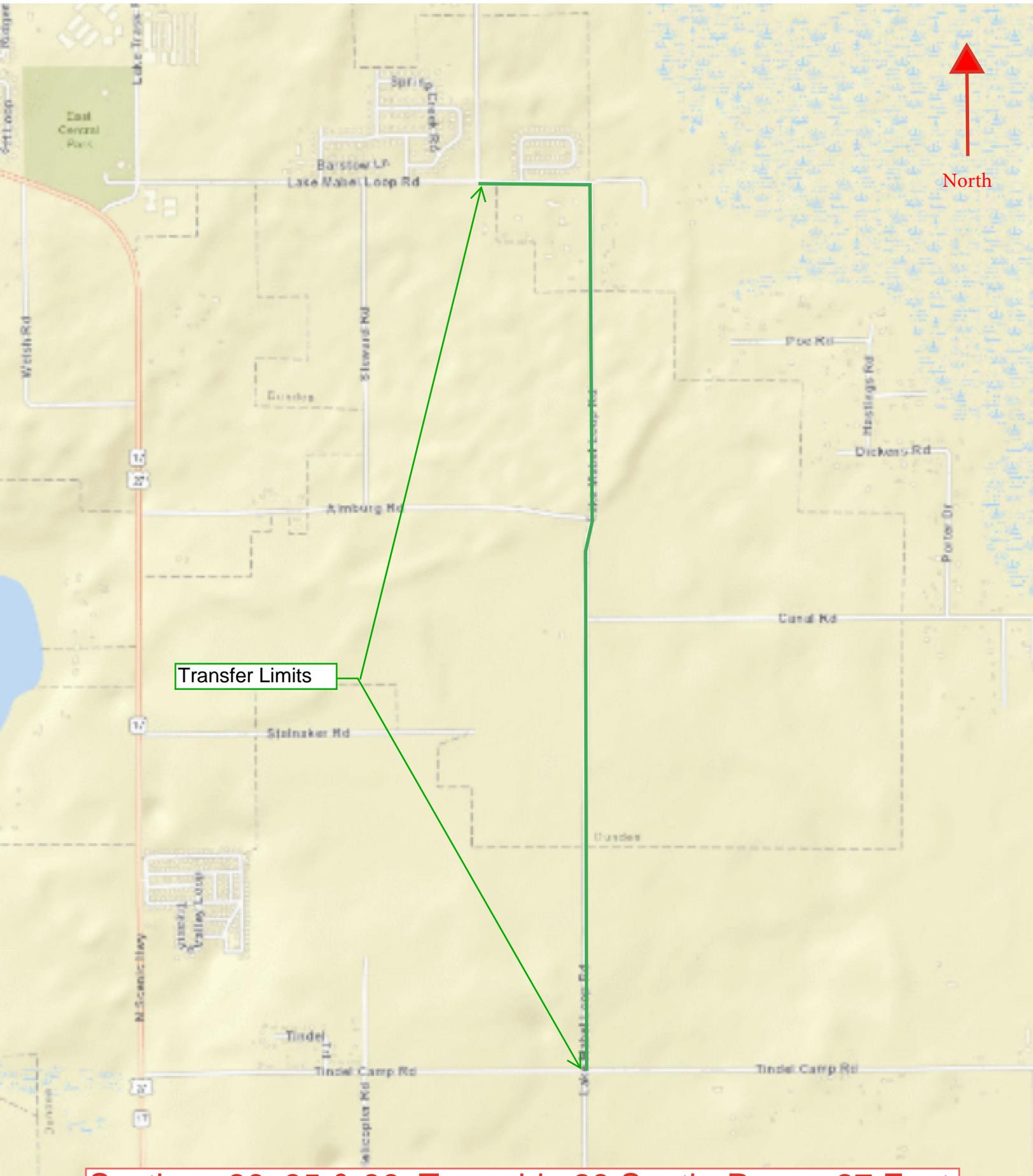
This ____ day of _____, 2025

Reviewed as to form and legality

County Attorney's Office

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Attachment "A"



Sections 26, 35 & 36, Township 28 South, Range 27 East and Sections 1 & 2, Township 29 South, Range 27 East

This instrument prepared under
The direction of:
R. Wade Allen, Director
Polk County Real Estate Services
P. O. Box 9005, Drawer RE 01
Bartow, Florida 33831-9005
By: Heather Fuentes
Road Transfer: Portions of Lake Mabel Loop Road

COUNTY DEED

THIS DEED, made this 20th day of May, 2025 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **TOWN OF DUNDEE**, a Florida Municipal Corporation, whose address is, 202 East Main Street, Dundee, Florida 33838, 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:

Portions of Lake Mabel Loop Road from H.L. Smith Road east to the N.E. Corner of Section 35, Township 28 South, Range 27 East; and from said point south to Tindel Camp Road.

Including, but not limited to those parts of the rights-of-ways for Lake Mabel Loop Road that lies within the above-described corridor, as depicted, or described in the following documents: Maintained Right-of-Way as recorded in Map Book 6, Pages 396 through 399 and Map Book 11, Pages 144 through 155 and any Rights-of-Way dedicated by recorded Plats and any Deeded Right-of-Way recorded in the Public Records of Polk County, Florida that lies along the above-described corridor.

All lying and being in Sections 26, 35 and 36, Township 28 South, Range 27 East, and Sections 1 and 2, Township 29 South, Range 27 East, Polk County, Florida.

The purpose of this County Deed is to convey the Grantor's interest in the right-of-way pursuant to Florida Statutes 335.0415 and 337.29 for public road.

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

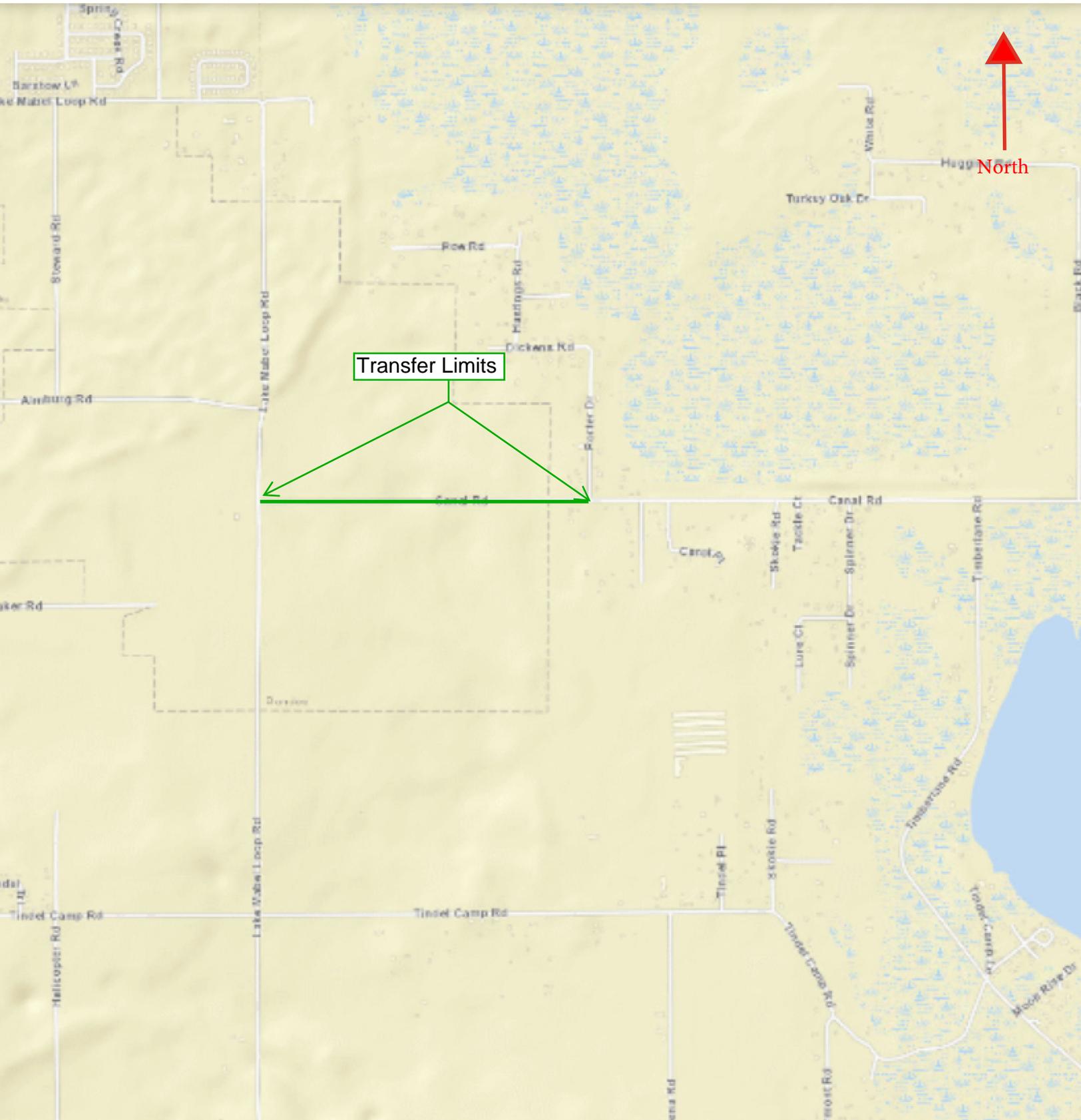
By: _____
Deputy Clerk

GRANTOR:

Polk County, Florida

By: _____
T.R. Wilson, Chair
Board of County Commissioners

(Seal)



Section 36, Township 28 South, Range 27 East and
Section 01, Township 29 South, Range 27 East

AGREEMENT FOR TRANSFER OF PUBLIC ROADS

between

THE TOWN OF DUNDEE, FLORIDA

and

POLK COUNTY, FLORIDA

**FOR A PORTION OF CANAL ROAD FROM LAKE MABEL LOOP ROAD EAST TO
PORTER ROAD, DUNDEE, FLORIDA.**

This is an Agreement by and between the Town of Dundee, a municipal corporation of the State of Florida (TOWN), and Polk County, a political subdivision of the State of Florida (POLK), their respective successors and assigns.

WITNESSETH

WHEREAS, Chapter 335, Florida Statutes, Subsection 335.0415(3) authorizes the transfer of public roads between jurisdictions by mutual agreement of the affected governmental entities; and

WHEREAS, a portion of Canal Road, a Rural Minor Collector Road and is within the County Road System that lies within and adjacent to the corporate limits of the TOWN; and

WHEREAS, TOWN has requested and POLK has agreed to transfer a portion of Canal Road from Lake Mabel Loop Road east to Porter Road (ROAD), in order to accommodate the transfer of maintenance and operational responsibilities to TOWN; and

WHEREAS, TOWN and POLK acknowledge and agree that POLK assigned a cost value for the ROAD; and

WHEREAS, TOWN and POLK acknowledge and agree that, the cost value for the ROAD is equal to \$445,537.14; and

WHEREAS, Chapter 337, Florida Statutes, Subsection 337.29(3) provides that upon such transfer, liability for torts shall be in the governmental entity having operation and maintenance responsibility for such roads; and

WHEREAS, a transfer of the ROAD is in the best interests of TOWN and of POLK; and

NOW, THEREFORE, in consideration of the promises, mutual covenants, and conditions hereinafter contained, the parties agree as follows:

SECTION 1: Recitals

The above recitals are true and correct and incorporated herein.

SECTION 2: Description of public roads subject to agreement

THE ROAD as depicted on the map attached hereto and made a part hereof as Attachment “A”, and more particularly described as:

Portion of Canal Road from Lake Mabel Loop Road east to Porter Road.

Including, but not limited to those parts of the rights-of-ways for Canal Road that lies within the above-described corridor, as depicted, or described in the following document: Maintained Right-of-Way as recorded in Map Book 2, Pages 4 through 9, recorded in the Public Records of Polk County, Florida that lies along the above-described corridor.

All lying and being in Section 36, Township 28 South, Range 27 East, and Section 01, Township 29 South, Range 27 East, Polk County, Florida.

SECTION 3: Transfer and acceptance of roads

POLK agrees to transfer, by County Deed, the ROAD as described above, and TOWN agrees to acknowledge and accept this transfer. Upon execution of this agreement both parties agree that the ROAD thus transferred will no longer be a part of the Polk County Road System, will become part of the Town of Dundee Road System, and all jurisdiction over the ROAD and the responsibility for operation and maintenance of the ROAD and associated infrastructure will be with TOWN.

SECTION 4: Liability for torts

As provided in Sections 335.0415 and 337.29, Florida Statutes, upon transfer of the ROAD from POLK to TOWN, liability for torts shall be in the TOWN, subject to the limitations of liability set forth in Section 768.28, Florida Statutes, and any other applicable sovereign immunity defense and /or defenses available under application Florida law.

Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of the Town's or County's sovereign immunity or an increase in the limits of liability contained in Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

SECTION 5: Costs of transfer of ROAD

COUNTY will record the Agreement and County Deed. Any and all costs associated with this transfer of ROAD shall be borne by TOWN.

SECTION 6: Amendments

No modification, amendment, or alterations of the terms or conditions contained herein shall be effective unless contained in the written document executed by the parties hereto with the same formality, and of equal dignity herewith.

SECTION 7: Severability

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

SECTION 8: Term

This Agreement is effective upon approval of the parties' respective Governing Bodies and execution by both parties set out below.

IN WITNESS WHEREOF, the Town of Dundee has made and executed this Agreement on the date shown below, through its Town Commissioners, signing by and through its Mayor, as authorized to execute the same by Town Commission action on the _____ day of _____, 2025.

ATTEST:

TOWN OF DUNDEE

By: _____
Erica Anderson, Town Clerk

By: _____
Sam Pennant, Mayor

This ____ day of _____, 2025

Reviewed as to form and legality

Frederick J. Murphy, Jr., Town Attorney Date

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Polk County has made and executed this Agreement on the date shown below, through its Board of County Commissioners, signing by and through its Chairman, authorized to execute the same by Board action on the _____ day of _____, 2025.

ATTEST:
Stacy M. Butterfield, Clerk

POLK COUNTY
Board of County Commissioners

By: _____
Deputy Clerk

T.R. Wilson, Chairman

This ____ day of _____, 2025

Reviewed as to form and legality

County Attorney's Office

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This instrument prepared under
The direction of:
R. Wade Allen, Director
Polk County Real Estate Services
P. O. Box 9005, Drawer RE 01
Bartow, Florida 33831-9005
By: Heather Fuentes
Road Transfer: Portion of Canal Road

COUNTY DEED

THIS DEED, made this 20th day of May, 2025 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **TOWN OF DUNDEE**, a Florida Municipal Corporation, whose address is, 202 East Main Street, Dundee, Florida 33838, 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:

Portion of Canal Road from Lake Mabel Loop Road east to Porter Road.

Including, but not limited to those parts of the rights-of-ways for Canal Road that lies within the above-described corridor, as depicted, or described in the following document: Maintained Right-of-Way as recorded in Map Book 2, Pages 4 through 9, recorded in the Public Records of Polk County, Florida that lies along the above-described corridor.

All lying and being in Section 36, Township 28 South, Range 27 East, and Section 01, Township 29 South, Range 27 East, Polk County, Florida.

The purpose of this County Deed is to convey the Grantor's interest in the right-of-way pursuant to Florida Statutes 335.0415 and 337.29 for public road.

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:

GRANTOR:

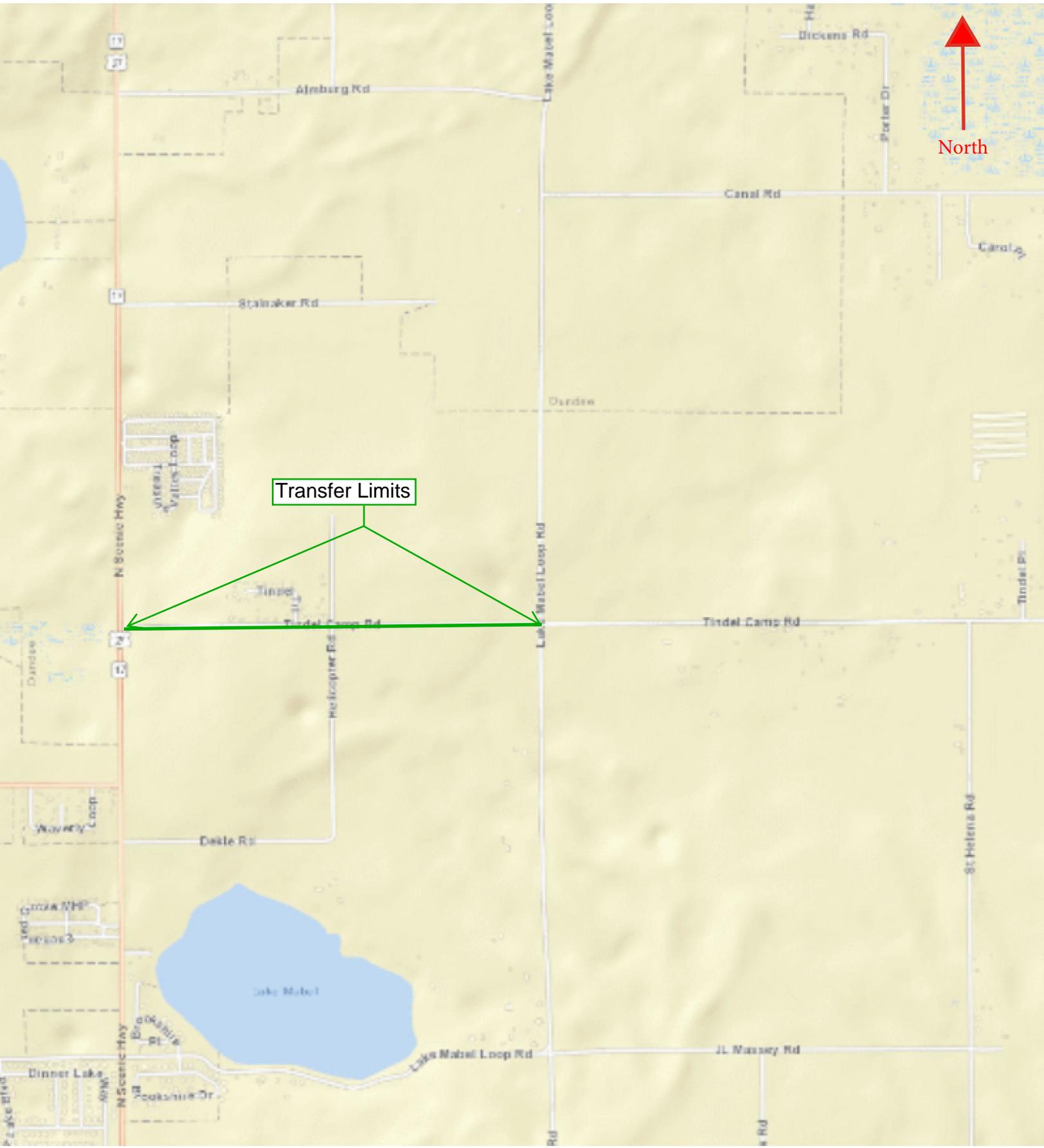
**Stacy M. Butterfield
Clerk to the Board**

Polk County, Florida

By: _____
Deputy Clerk

By: _____
T.R. Wilson, Chairman
Board of County Commissioners

(Seal)



Transfer Limits



North

Sections 02 & 11, Township 29 South, Range 27 East

AGREEMENT FOR TRANSFER OF PUBLIC ROADS

between

THE TOWN OF DUNDEE, FLORIDA

and

POLK COUNTY, FLORIDA

FOR A PORTION OF TINDEL CAMP ROAD FROM LAKE MABLE LOOP ROAD WEST TO STATE ROAD 17 (US 27A/SCENIC HIGHWAY), DUNDEE, FLORIDA.

This is an Agreement by and between the Town of Dundee, a municipal corporation of the State of Florida (TOWN), and Polk County, a political subdivision of the State of Florida (POLK), their respective successors and assigns.

WITNESSETH

WHEREAS, Chapter 335, Florida Statutes, Subsection 335.0415(3) authorizes the transfer of public roads between jurisdictions by mutual agreement of the affected governmental entities; and

WHEREAS, Tindel Camp Road, a Rural Minor Collector Road and is within the County Road System that lies within and adjacent to the corporate limits of the TOWN; and

WHEREAS, TOWN has requested and POLK has agreed to transfer a portion of Tindel Camp Road from Lake Mabel Loop Road west to State Road 17 (US 27A/Scenic Highway), (ROAD), in order to accommodate the transfer of maintenance and operational responsibilities to TOWN; and

WHEREAS, TOWN and POLK acknowledge and agree that POLK assigned a cost value for the ROAD; and

WHEREAS, TOWN and POLK acknowledge and agree that, the cost value for the ROAD is equal to \$582,168.53; and

WHEREAS, Chapter 337, Florida Statutes, Subsection 337.29(3) provides that upon such transfer, liability for torts shall be in the governmental entity having operation and maintenance

responsibility for such roads; and

WHEREAS, a transfer of the ROAD is in the best interests of TOWN and of POLK; and

NOW, THEREFORE, in consideration of the promises, mutual covenants, and conditions hereinafter contained, the parties agree as follows:

SECTION 1: Recitals

The above recitals are true and correct and incorporated herein.

SECTION 2: Description of public roads subject to agreement

THE ROAD as depicted on the map attached hereto and made a part hereof as Attachment “A”, and more particularly described as:

Portion of Tindel Camp Road from Lake Mabel Loop Road west to State Road 17 (US 27A/Scenic Highway).

Including, but not limited to those parts of the rights-of-ways for Tindel Camp Road that lies within the above-described corridor, as depicted, or described in the following documents: Maintained Right-of-Way as recorded in Map Book 1, Pages 85 through 87 and any Rights-of-Way dedicated by recorded Plats and any Deeded Right-of-Way recorded in the Public Records of Polk County, Florida that lies along the above-described corridor.

All lying and being in Sections 2 and 11, Township 29 South, Range 27 East, Polk County, Florida.

SECTION 3: Transfer and acceptance of roads

POLK agrees to transfer, by County Deed, the ROAD as described above, and TOWN agrees to acknowledge and accept this transfer. Upon execution of this agreement both parties agree that the ROAD thus transferred will no longer be a part of the Polk County Road System, will become part of the Town of Dundee Road System, and all jurisdiction over the ROAD and the responsibility for operation and maintenance of the ROAD and associated infrastructure will be with TOWN.

SECTION 4: Liability for torts

As provided in Sections 335.0415 and 337.29, Florida Statutes, upon transfer of the ROAD from POLK to TOWN, liability for torts shall be in the TOWN, subject to the limitations of liability

set forth in Section 768.28, Florida Statutes, and any other applicable sovereign immunity defense and /or defenses available under application Florida law.

Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of the Town's or County's sovereign immunity or an increase in the limits of liability contained in Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

SECTION 5: Costs of transfer of ROAD

COUNTY will record the Agreement and County Deed. Any and all costs associated with this transfer of ROAD shall be borne by TOWN.

SECTION 6: Amendments

No modification, amendment, or alterations of the terms or conditions contained herein shall be effective unless contained in the written document executed by the parties hereto with the same formality, and of equal dignity herewith.

SECTION 7: Severability

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

SECTION 8: Term

This Agreement is effective upon approval of the parties' respective Governing Bodies and execution by both parties set out below.

IN WITNESS WHEREOF, the Town of Dundee has made and executed this Agreement on the date shown below, through its Town Commissioners, signing by and through its Mayor, as authorized to execute the same by Town Commission action on the _____ day of _____, 2025.

ATTEST:

TOWN OF DUNDEE

By: _____
Erica Anderson, Town Clerk

By: _____
Sam Pennant, Mayor

This ____ day of _____, 2025

Reviewed as to form and legality

Frederick J. Murphy, Jr., Town Attorney Date

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Polk County has made and executed this Agreement on the date shown below, through its Board of County Commissioners, signing by and through its Chairman, authorized to execute the same by Board action on the _____ day of _____, 2025.

ATTEST:
Stacy M. Butterfield, Clerk

POLK COUNTY
Board of County Commissioners

By: _____
Deputy Clerk

T.R. Wilson, Chairman

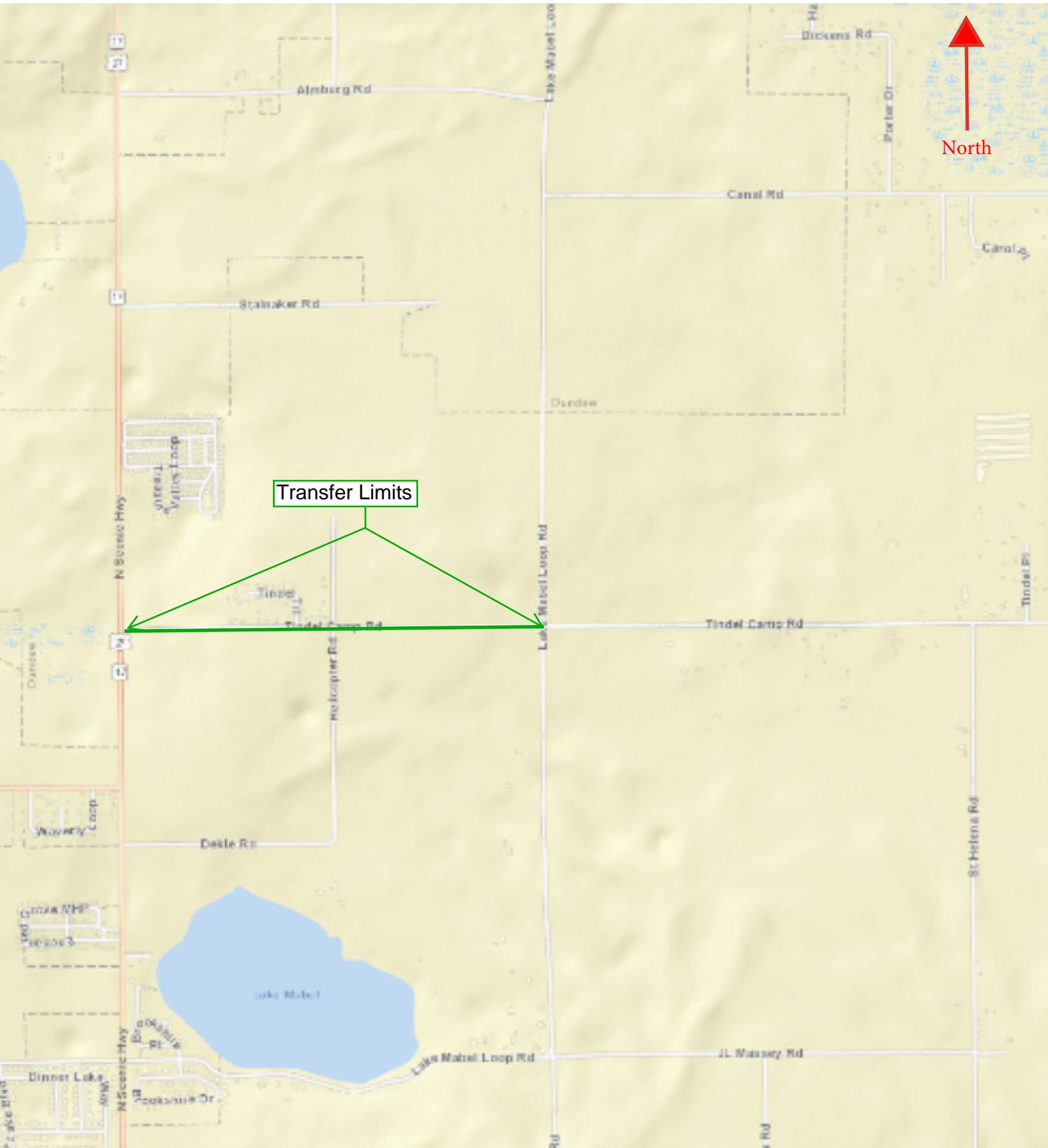
This ____ day of _____, 2025

Reviewed as to form and legality

County Attorney's Office

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Attachment "A"



Sections 02 & 11, Township 29 South, Range 27 East

This instrument prepared under
The direction of:
R. Wade Allen, Director
Polk County Real Estate Services
P. O. Box 9005, Drawer RE 01
Bartow, Florida 33831-9005
By: Heather Fuentes
Road Transfer: Portion of Tindel Camp Road

COUNTY DEED

THIS DEED, made this 20th day of May, 2025 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **TOWN OF DUNDEE**, a Florida Municipal Corporation, whose address is, 202 East Main Street, Dundee, Florida 33838, 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:

Portion of Tindel Camp Road from Lake Mabel Loop Road west to State Road 17 (US 27A/Scenic Highway).

Including, but not limited to those parts of the rights-of-ways for Tindel Camp Road that lies within the above-described corridor, as depicted, or described in the following documents: Maintained Right-of-Way as recorded in Map Book 1, Pages 85 through 87 and any Rights-of-Way dedicated by recorded Plats and any Deeded Right-of-Way recorded in the Public Records of Polk County, Florida that lies along the above-described corridor.

All lying and being in Sections 2 and 11, Township 29 South, Range 27 East, Polk County, Florida.

The purpose of this County Deed is to convey the Grantor's interest in the right-of-way pursuant to Florida Statutes 335.0415 and 337.29 for public road.

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**

GRANTOR:

Polk County, Florida

**By: _____
T.R. Wilson, Chairman
Board of County Commissioners**

(Seal)



Polk County
Board of County Commissioners

Agenda Item R.18.

5/20/2025

SUBJECT

Approve Right of Way Agreement between Polk County and School Board of Polk County in conjunction with the Spirit Lake Road at Sheffield Road and Old Bartow/Eagle Lake Road Intersection Project, Parcel 102. (No Fiscal Impact)

DESCRIPTION

The County has a Community Investment Project to improve the intersection of Spirit Lake Road at Sheffield Road and Old Bartow/Eagle Lake Road by constructing a roundabout and realigning a portion of Old Bartow/Eagle Lake Road. To allow construction of the improvements, the County will need to acquire additional right-of-way for the project from impacted property owners.

Parcel 102 is a fee parcel needed for mainline right-of-way, including the realignment of Old Bartow/Eagle Lake Road, along with a storm water retention facility, all in conjunction with the project. The parcel is an irregularly shaped parcel, containing approximately 2.8 acres, located near the northeast corner of the parent parcel. The parent parcel is a large vacant tract owned by the School Board of Polk County ("School Board") for a future school site. The County contacted School Board staff regarding the right-of-way parcel needed for the project. After a review of the project and the parcel the School Board has agreed to convey the parcel to the County at no cost with a few proposed design changes by the County to accommodate the School Board's remainder property. The School Board is scheduled to approve, at its Board meeting on June 10, 2025, a Right-of-Way Agreement for the conveyance of the parcel. The County Attorney's Office and the Real Estate Services Director have reviewed the Right-of-Way Agreement and recommend approval. Approving the Agreement will allow the County to take ownership of the parcel for the project.

RECOMMENDATION

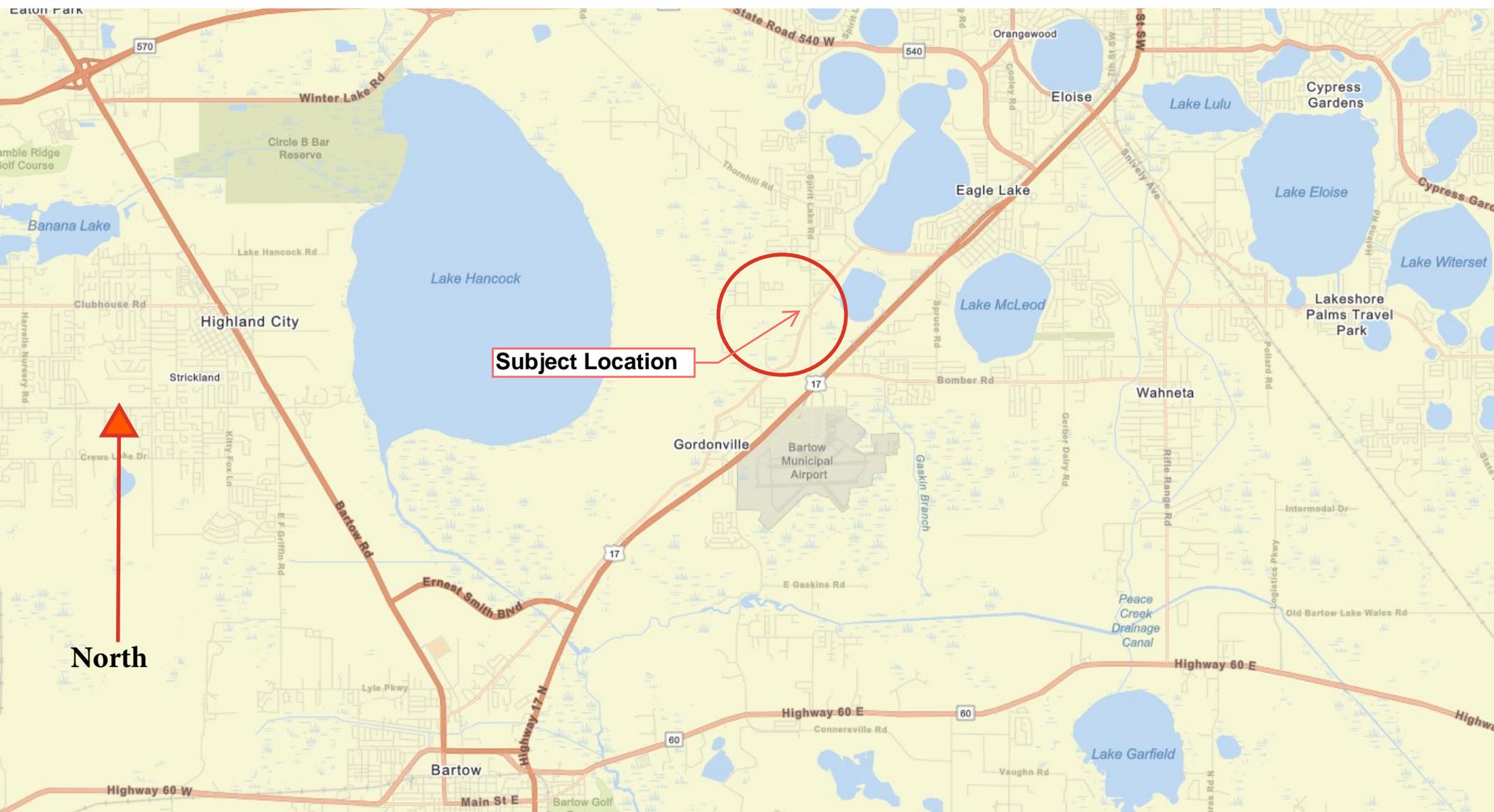
Request Board approve the above-mentioned Right-of-Way Agreement for Parcel 102 of the Spirit Lake Road at Sheffield Road and Old Bartow/Eagle Lake Road Intersection project.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

R. Wade Allen, Director
Real Estate Services
863-534-2577



Section 14, Township 29 South, Range 25 East



Board of County Commissioners

Project No.: 5400193
Project Name: Spirit Lake at Sheffield Rd/Old Bartow Eagle Lake Rd
Parent Parcel I.D. Nos.: 252914-000000-031050
Project Parcel #: 102

RIGHT-OF-WAY AGREEMENT

STATE OF FLORIDA COUNTY OF POLK

THIS AGREEMENT made and entered into this ____ day of _____, 2025, by and between **SCHOOL BOARD OF POLK COUNTY**, a statutory corporation established by the laws of the State of Florida, whose mailing address is Post Office Box 391, Bartow, Florida 33831-0391 (“Owner”), and **POLK COUNTY**, a political subdivision of the state of Florida, whose mailing address is P.O. Box 9005, Drawer RE-01, Bartow, Florida 33831-9005, hereinafter referred to as the "County".

WITNESSETH

WHEREAS, the County requires the land described as Parcel Number 102 as more particularly describe in Exhibit “A” (the “Property), as additional right-of-way, for the construction and maintenance of authorized roads known as Spirit Lake Road at Sheffield Road Roundabout and realignment of Old Bartow Eagle Lake Road, (hereinafter the “Project”), and said Owners are required to furnish same for such purpose; and

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar each to the other paid, it is agreed as follows:

- (a) Owner agrees to donate and convey a fee interest in the Property, by Warranty Deed, free of liens, and encumbrances, unto the County.
- (b) The County agrees to construct a 16’ wide concrete driveway at approximate STA 406+70 RT, install a 30” drainage pipe at approximate STA 407+60 as shown on Exhibit “B”. County also agrees to replace the existing fencing adjacent to the new right-of-way. Owner, by this Agreement, hereby grants access to those portions of the Owners’ property, for the duration of the construction of the Project, necessary to allow the County and/or its contractors to complete the work.

- (c) County agrees to pay for the recording of the deed and documentary stamp taxes, if applicable.
- (d) County acknowledges that this conveyance of the Property for right-of-way is in lieu, and under threat, of condemnation.
- (e) The Owner agrees and expressly acknowledges that the conveyance of the Property and any considerations given in accordance with this Agreement are just and full compensation for all property interest, and/or claims arising from this acquisition and no other monies including fees and/or costs are owed by the County to Owner.

*** THIS AGREEMENT IS SUBJECT TO FINAL APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA AND THE SCHOOL BOARD OF POLK COUNTY, FLORIDA.**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names, and on the date shown above.

PURCHASER:
COUNTY OF POLK, POLK COUNTY, FL

OWNER: SCHOOL BOARD OF POLK COUNTY, a statutory corporation established by the Laws of the State of Florida

By: _____
R. Wade Allen, Director
Real Estate Services
Its Agent

By: _____

Print Name/Title
Its Agent

Date approved by the County:

Date approved by the School Board:

Parcel Number: 102
 Project Name: Spirit Lk. Rd. @ Sheffield Rd.
 Project Number: 9514E24-1

Road Number: 951403

DESCRIPTION

A parcel of land being a portion of the Northeast 1/4 of the Northwest 1/4 of Section 14, Township 29 South, Range 25 East, Polk County, Florida being described as follows:

COMMENCE at the Northwest corner of said Section 14; thence South 89° 59' 53" East along the north line of said Section 14, a distance of 1746.80 feet; Thence South 00°00'07" West, 18.00 feet, to a point on the south right-of-way line of Sheffield Road as described in Official Records Book 2372, Page 799, Public Records of Polk County, Florida and the **POINT OF BEGINNING**; Thence along said south right-of-way line, the following four courses: 1) South 89°59'53" East, 184.49 feet; 2) South 00°14'02" West, 16.64 feet; 3) South 89°45'58" East, 576.25 feet; 4) South 31°56'35" East, 56.33 feet, to the west right-of-way line for Spirit Lake Road as described in said Official Records Book 2372, Page 799; Thence South 00°23'03" East, along said west right-of-way line, 134.36 feet, to the west maintained right-of-way line for Old Bartow-Eagle Lake Road as shown on Map Book 2, Page 141, Public Records of Polk County, Florida; Thence South 25°00'42" West, along said west maintained right-of-way line, 24.06 feet, to a point on a non-tangent curve concave to the west having a radius of 527.00 feet, a central angle of 03°09'17" a chord bearing of North 08°23'27" West and a chord distance of 29.01 feet; Thence leaving said west maintained right-of-way line, northerly along the arc of said curve, a distance of 29.02 feet; Thence North 09°58'06" West, 25.04 feet, to the Point of Curvature of a curve concaved southwesterly, having a radius of 138.00 feet, a central angle of 79°47'52", a chord bearing of North 49°52'02" West, and a chord distance of 177.04 feet; Thence northwest along the arc of said curve 192.20 feet; Thence North 89°45'58" West, 162.55 feet; Thence North 82°55'24" West, 50.36 feet; Thence North 89°45'58" West, 132.08 feet, to a point on a non-tangent curve concave to the northeast having a radius of 160.00 feet, a central angle of 33°51'42" a chord bearing of South 27°39'10" East and a chord distance of 93.19 feet; Thence southerly along the arc of said curve, 94.56 feet; Thence South 44°35'01" East, 254.48 feet, to the Point of Curvature of a curve concave to the southwest, having a radius of 442.00 feet, a central angle of 07°01'48", a chord bearing of South 41°04'07" East, and a chord distance of 54.20 feet; thence southeasterly along the arc of said curve 54.23 feet; Thence North 52°26'48" East, 10.00 feet; Thence North 89°37'33" East, 169.16 feet, to said west maintained right-of-way line; Thence along said west right-of-way line, the following three courses: 1) South 20°38'46" West, 61.54 feet; 2) Thence South 20°45'38" West, 100.00 feet; 3) Thence South 20°45'38" West, 1.80 feet,

SHEET 1 OF 4

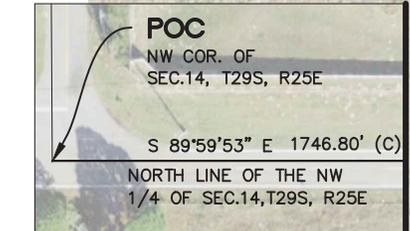
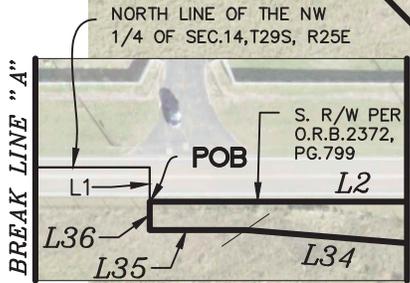
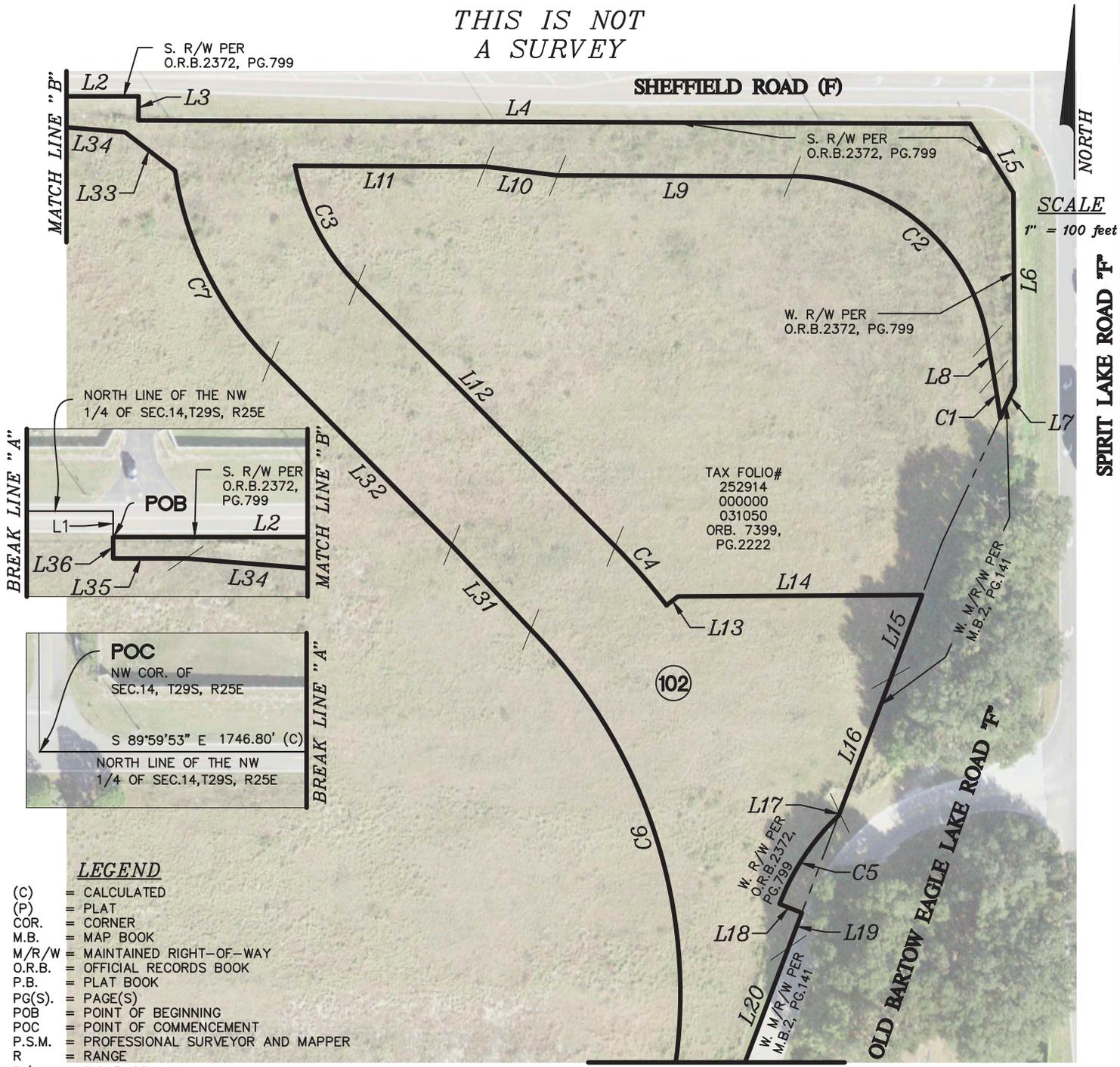
FOR SKETCH SEE SHEETS 3 AND 4

REVISION	DATE	BY

to said west right-of-way line for Old Bartow Eagle Lake Road as described in Official Records Book 2372, Page 799, and a point on a non-tangent curve concave to the southeast having a radius of 166.69 feet, a central angle of $25^{\circ}35'43''$, a chord bearing of South $33^{\circ}44'27''$ West, and a chord distance of 73.85 feet; Thence southwesterly along the arc of said curve and said west right-of-way line, 74.46 feet; Thence South $68^{\circ}29'11''$ East, along said west right-of-way line, 16.59 feet, to said west maintained right-of-way line; Thence along said west maintained right-of-way line, the following eight courses: 1) South $20^{\circ}45'38''$ West, 26.02 feet; 2) South $20^{\circ}45'38''$ West, 100.00 feet; 3) South $20^{\circ}55'57''$ West, 100.00 feet; 4) South $20^{\circ}49'05''$ West, 100.00 feet; 5) South $20^{\circ}59'23''$ West, 100.00 feet; 6) South $20^{\circ}45'38''$ West, 100.00 feet; 7) South $20^{\circ}42'12''$ West, 100.00 feet; 8) South $20^{\circ}55'57''$ West, 12.42 feet; Thence leaving said maintained right-of-way line, North $69^{\circ}09'08''$ West, 22.23 feet; Thence North $17^{\circ}15'04''$ East, 175.34 feet; Thence North $20^{\circ}50'52''$ East, 152.74 feet; Thence North $19^{\circ}42'07''$ East, 100.02 feet, to a point on a non-tangent curve concave to the west having a radius of 360.00 feet, a central angle of $65^{\circ}25'53''$, a chord bearing of North $11^{\circ}52'04''$ West, and a chord distance of 389.14 feet; Thence northerly along the arc of said curve, 411.12 feet; Thence North $43^{\circ}09'05''$ West, 80.02 feet; Thence North $44^{\circ}35'01''$ West, 178.65 feet, to the Point of Curvature of a curve having a radius of 240.00 feet, a central angle of $35^{\circ}56'25''$, a chord bearing of North $26^{\circ}36'48''$ West, and a chord distance of 148.09 feet; thence along the arc of said curve 150.55 feet; Thence North $52^{\circ}26'45''$ West, 43.73 feet; Thence North $85^{\circ}25'27''$ West, 125.40 feet; Thence North $89^{\circ}59'53''$ West, 50.00 feet; Thence North $00^{\circ}00'07''$ East, 14.75 feet, to said **POINT OF BEGINNING**.

Said Parcel 102 containing 122420 square feet or 2.8 acres more or less.

THIS IS NOT
A SURVEY



LEGEND

- (C) = CALCULATED
- (P) = PLAT
- COR. = CORNER
- M.B. = MAP BOOK
- M/R/W = MAINTAINED RIGHT-OF-WAY
- O.R.B. = OFFICIAL RECORDS BOOK
- P.B. = PLAT BOOK
- PG(S). = PAGE(S)
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
- R = RANGE
- R/W = RIGHT-OF-WAY
- SEC = SECTION
- T = TOWNSHIP

SURVEYOR'S NOTES.

BEARINGS AND DISTANCES ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 2011.

SEE SHEET 4 OF 4 FOR LINE AND CURVE TABLES.
SEE SHEET 1 AND 2 FOR DESCRIPTION.

DATE
9/10/24



Digitally signed by
John Richard Noland Jr.
Date: 2024.09.30
15:26:24 -04'00'

JOHN RICHARD NOLAND, JR. P.S.M.
FLORIDA REGISTRATION #5923
SURVEYING & MAPPING MANAGER
SURVEYING AND MAPPING SECTION

THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A LICENSED SURVEYOR AND MAPPER.

DESCRIPTION SKETCH
LOCATED IN SECTION 14,
TOWNSHIP 29 SOUTH, RANGE 25
EAST, POLK COUNTY, FLORIDA.

REVISION	DATE	BY
1. ADDED AERIAL	9/30/24	EAA

POLK COUNTY ROADS AND DRAINAGE

3000 SHEFFIELD ROAD,
WINTER HAVEN, FL 33880

PHONE: (863) 535-2200 FAX: (863) 519-8117

Sheet No. 3 of 4	Drawn by: EAA	Checked by: JRN	Check Date: 9/9/24
Parcel Number: 102	PREPARED FOR: REAL ESTATE SERVICES		File Name: SPIRIT LAKE RD. @ SHEFFIELD RD.



THIS IS NOT
A SURVEY



Line Table		
LINE #	DIRECTION	LENGTH
L1	S 0°00'07" W	18.00'
L2	S 89°59'53" E	184.49'
L3	S 0°14'02" W	16.64'
L4	S 89°45'58" E	576.25'
L5	S 31°56'35" E	56.33'
L6	S 0°23'03" E	134.36'
L7	S 25°00'42" W	24.06'
L8	N 9°58'06" W	25.04'
L9	N 89°45'58" W	162.55'
L10	N 82°55'24" W	50.36'
L11	N 89°45'58" W	132.08'
L12	S 44°35'01" E	254.48'
L13	N 52°26'48" E	10.00'
L14	N 89°37'33" E	169.16'
L15	S 20°38'46" W	61.54'
L16	S 20°45'38" W	100.00'
L17	S 20°45'38" W	1.80'
L18	S 68°29'11" E	16.59'

Line Table		
LINE #	DIRECTION	LENGTH
L19	S 20°45'38" W	26.02'
L20	S 20°45'38" W	100.00'
L21	S 20°55'57" W	100.00'
L22	S 20°49'05" W	100.00'
L23	S 20°59'23" W	100.00'
L24	S 20°45'38" W	100.00'
L25	S 20°42'12" W	100.00'
L26	S 20°55'57" W	12.42'
L27	N 69°09'08" W	22.23'
L28	N 17°15'04" E	175.34'
L29	N 20°50'52" E	152.74'
L30	N 19°42'07" E	100.02'
L31	N 43°09'05" W	80.02'
L32	N 44°35'01" W	178.65'
L33	N 52°26'45" W	43.73'
L34	N 85°25'27" W	125.40'
L35	N 89°59'53" W	50.00'
L36	N 0°00'07" E	14.75'

Curve Table					
CURVE #	RADIUS (C)	CENTRAL ANGLE (C)	CHORD BEARING (C)	CHORD (C)	LENGTH (C)
C1	527.00'	3°09'17"	N 08°23'27" W	29.01'	29.02'
C2	138.00'	79°47'52"	N 49°52'02" W	177.04'	192.20'
C3	160.00'	33°51'42"	S 27°39'10" E	93.19'	94.56'
C4	442.00'	7°01'48"	S 41°04'07" E	54.20'	54.23'
C5	166.69'	25°35'43"	S 33°44'27" W	73.85'	74.46'
C6	360.00'	65°25'53"	N 11°52'04" W	389.14'	411.12'
C7	240.00'	35°56'25"	N 26°36'48" W	148.09'	150.55'

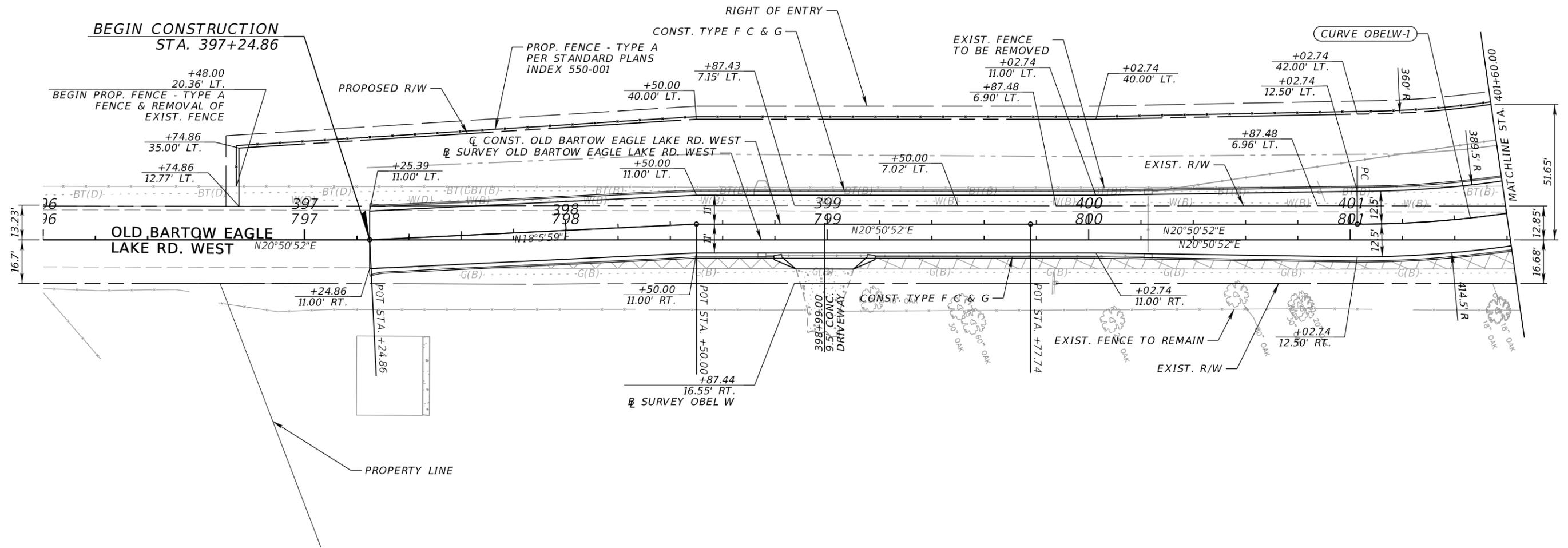
SURVEYOR'S NOTES.

BEARINGS AND DISTANCES ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 2011.

SEE SHEET 1 AND 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 14, TOWNSHIP 29 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA.			POLK COUNTY ROADS AND DRAINAGE 3000 SHEFFIELD ROAD, WINTER HAVEN, FL 33880 PHONE: (863) 535-2200 FAX: (863) 519-8117				 POLK COUNTY
	REVISION DATE BY			Sheet No. 4 of 4	Drawn by: EAA	Checked by: JRN	Check Date: 9/9/24	
	1. ADDED AERIAL 9/30/24 EAA			Parcel Number: 102	PREPARED FOR: REAL ESTATE SERVICES		File Name: SPIRIT LAKE RD. @ SHEFFIELD RD.	
	(Empty)			(Empty)				

- NOTE:
 1. ALL STA./OFF. ARE BASED OFF OF Q CONST. OLD BARTOW EAGLE LAKE RD. WEST UNLESS STATED OTHERWISE.
 2. SEE CURVE DATA SHEETS FOR ALL PROJECT CURVE DATA INFORMATION.
 3. SEE DRAINAGE STRUCTURES SHEETS FOR DRAINAGE CALLOUTS.



LEGEND	
	ASPHALT REMOVAL & SOD

10/25/2024 2:32:27 PM USER: jonathan.jones c:\pw_wor\kair\patel@greene-pw-01\pw_user\dms10462\PLANRD03.dgn

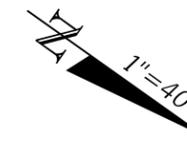
REVISIONS		
DATE	DESCRIPTION	APPROVED

PGA JONATHAN A. JONES, PE #82243
 PATEL, GREENE & ASSOCIATES, LLC
 215 East Main Street
 Bartow, Florida 33830

POLK COUNTY
POLK COUNTY ROADS AND DRAINAGE DIVISION
 3000 SHEFFIELD ROAD
 WINTER HAVEN, FL 33880

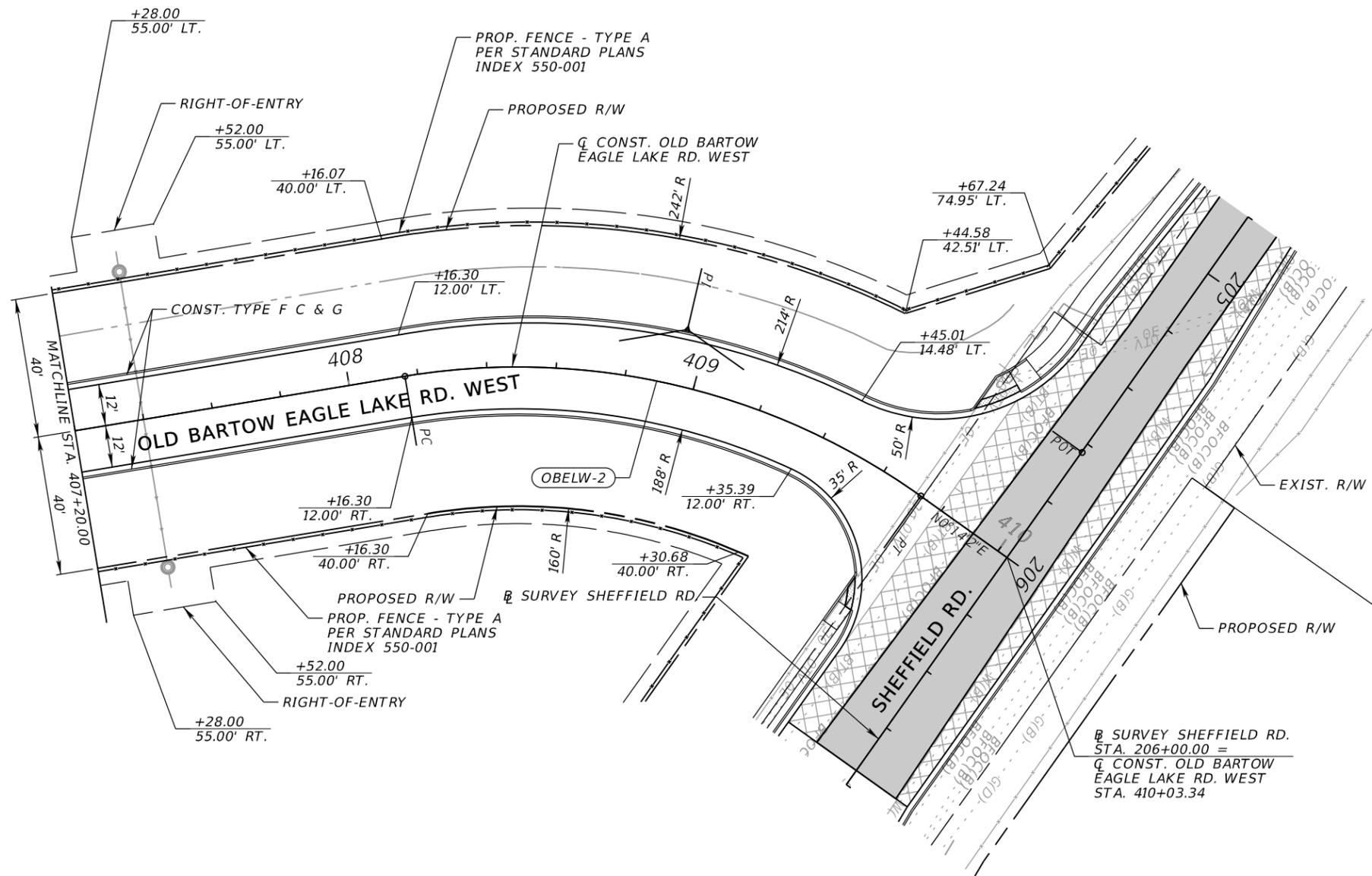
SPIRIT LAKE ROAD		COUNTY PROJECT NO.	SHEET NO.
ROADWAY PLAN (9)		5400193	25

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



- NOTE:
1. ALL STA./OFF. ARE BASED OFF OF Q CONST. OLD BARTOW EAGLE LAKE RD. WEST UNLESS OTHERWISE NOTED.
 2. SEE CURVE DATA SHEETS FOR ALL PROJECT CURVE DATA INFORMATION.
 3. SEE DRAINAGE STRUCTURES SHEETS FOR DRAINAGE CALLOUTS.
 4. SEE ROADWAY PLAN SHEETS FOR SHEFFIELD RD.

LEGEND	
	MILLING AND RESURFACING
	WIDENING



10/25/2024 2:32:36 PM USER: jonathan.jones c:\pw\workdir\patel\greene-pw-01\pw_user\dmis10462\PLAN\RD03.dgn

REVISIONS		
DATE	DESCRIPTION	APPROVED

PGA JONATHAN A. JONES, PE #82243
 PATEL, GREENE & ASSOCIATES, LLC
 215 East Main Street
 Bartow, Florida 33830

POLK COUNTY
 POLK COUNTY ROADS AND DRAINAGE DIVISION
 3000 SHEFFIELD ROAD
 WINTER HAVEN, FL 33880

SPIRIT LAKE ROAD		COUNTY PROJECT NO.	SHEET NO.
ROADWAY PLAN (11)		5400193	27

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.19.

5/20/2025

SUBJECT

Accept Polk County Utilities Easement from 6367 Lake Wilson Ground Owner, 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 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 6367 Lake Wilson Ground Owner, LLC, a Delaware limited liability company, for utilities in conjunction with a proposed multi-family residential development. The subject easement lies in Section 03, Township 26 South, Range 27 East.

RECOMMENDATION

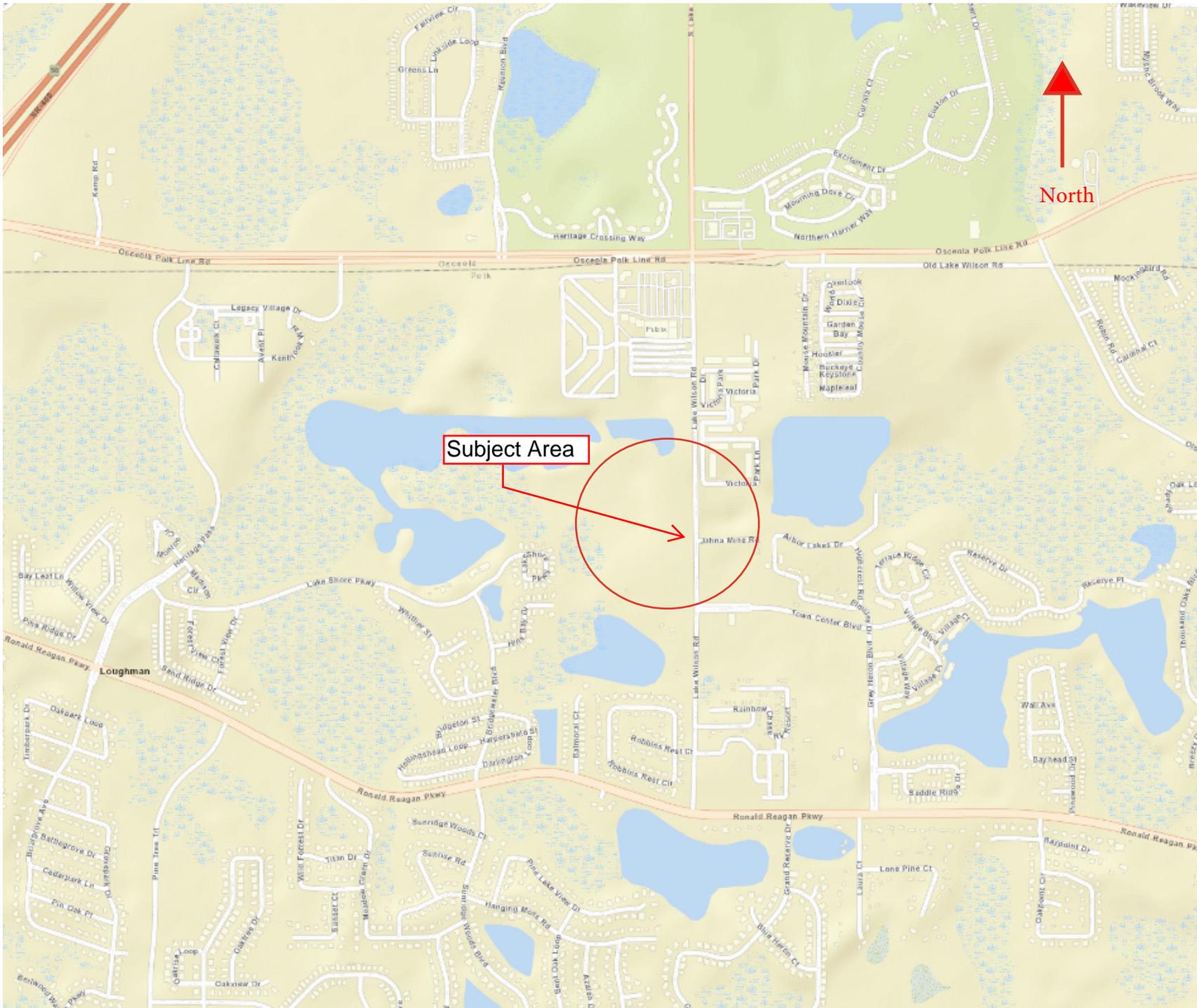
Request Board accept the preceding instrument.

FISCAL IMPACT

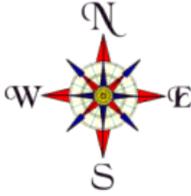
No fiscal impact.

CONTACT INFORMATION

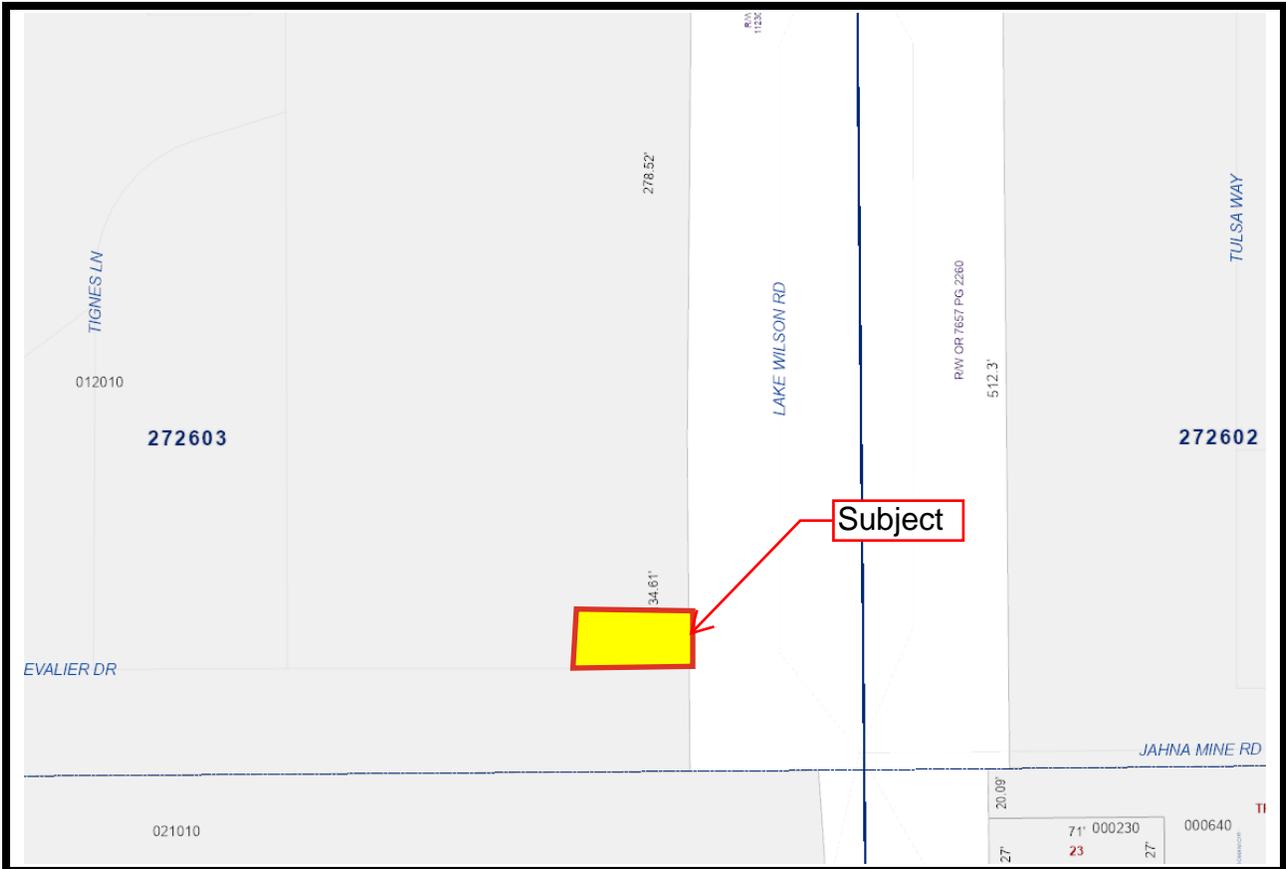
R. Wade Allen, Director
Real Estate Services
863-534-2577



Section 03, Township 26 South, Range 27 East



SECTION 03, TOWNSHIP 26 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: Volaris at Lake Wilson
LDRES-2021-20

Parent Parcel I.D. No.: 272603-000000-012010

POLK COUNTY UTILITIES EASEMENT

THIS POLK COUNTY UTILITIES EASEMENT, made this 21 day of April, 2025, between **6367 LAKE WILSON GROUND OWNER LLC**, a Delaware limited liability company (the "GRANTOR"), whose address is 1114 Avenue of the Americas, 39th Floor, New York, NY 10036, 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 non-exclusive 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" (the "Easement Area")

for a Polk County owned above-ground meter assembly, 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 above-ground meter assembly (provided that GRANTEE shall not unreasonably interfere with the use of the Easement Area by GRANTOR or WP LAKEWILSON MF-FL OWNER, LLC or its successor or assigns (the "GROUND LESSEE") the holder of the leasehold interest in the property of GRANTOR). The GRANTEE is hereby granted the right, privilege, and authority to remove, replace, and repair said above-ground meter assembly. 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 materially adversely affect the operation of said above-ground meter assembly.

This grant of easement shall not be construed as a grant of right of way and is limited to the Polk County easement as described above. The GRANTOR and/or GROUND LESSEE shall have the right to use the Easement Area subject to the easement granted hereby (the "Easement"), including without limitation for improved parking areas, improved roadways, improved driveways, medians and landscaping, and other uses which are not Inconsistent Improvements with the use of the Easement by the GRANTEE and/or GROUND LESSEE for the purposes granted herein. Inconsistent Improvements to the use of the Easement by the GRANTEE and/or GROUND LESSEE for the purposes granted hereby, shall mean building foundations, buildings, and foundations for pole mounted commercial signage. With the specific prior written approval of the GRANTEE, not to be unreasonably withheld, the use of trees, walls, and foundations may be utilized within such area by the GRANTOR and/or GROUND LESSEE.

Subject to the easements of record with respect to the Easement Area existing as of the date hereof, the GRANTOR shall not have the right to grant other easements to other parties without the prior written consent of the GRANTEE. Modification or termination of this easement may be done only by written

agreement signed by the Grantor, Ground Lessee and Grantee or their successors-in-interest in the property benefited or burdened hereby.

In the event that the GRANTEE disturbs or causes any damage to the GRANTOR'S and/or GROUND LESSEE'S property, including the Easement Area, the GRANTEE shall be responsible for restoring, and agrees to promptly restore at its expense, in accordance with all laws and regulations such disturbed and/or damaged portions of GRANTOR'S and/or GROUND LESSEE'S property, including the Easement Area in as good or better condition than existed prior to the such disturbance or damage by the GRANTEE. GRANTEE shall not cause by its actions or omissions any liens or other encumbrances to attach to GRANTOR'S and/or GROUND LESSEE'S property, including the Easement Area.[]

[Remainder of page intentionally left blank]

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)

Gayle Furman
Witness

Print Name Gayle Furman

Address 127 Norwich Ave.

Cokhester, CT
Witness

Print Name Scott Galbo

Address 127 Norwich Ave.

Cokhester, CT
STATE OF ~~FLORIDA~~ CT
COUNTY OF New London

6367 LAKE WILSON GROUND
OWNER LLC, a Delaware limited
liability company

By: [Signature]

Print Name/Title Jason Duckworth
Senior Vice President

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization, this 5th day of March, 2025, by Jason Duckworth, as Sen. Vice President of 6367 Lake Wilson Ground Owner LLC, a Delaware limited liability company, on behalf of said company, who is ___ personally known to me or who has produced CT DRIVERS LICENSE as identification.

Gayle Furman
Notary Public
State of ~~Florida~~ at Large CT

(Seal)

Gayle Furman
Printed Name of Notary

Commission No. 167404
My commission expires 8-31-2029

JOINDER AND CONSENT TO POLK COUNTY UTILITIES EASEMENT

THE UNDERSIGNED, WP LAKEWILSON MF-FL OWNER, LLC, a Delaware limited liability company, whose address is 150 E. Palmetto Park Road, Suite 700, Boca Raton, FL 33432, being the Tenant as stated in that certain Memorandum of Ground Lease Agreement dated October 22, 2021 and recorded in Official Records Book 11950, at Pages 1214 through 1218, public Records of Polk County, Florida, does hereby join in, and by its joinder, ratify, approve, confirm and consent to the Polk County Utilities Easement.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its undersigned authorized officer this 21 day of April, 2025.

Signed, Sealed and Delivered In the Presence of:
(Signature of Two Witnesses Required by Florida Law)

[Signature]

Witness
Print Name Michael Berliner
Address 150 E. Palmetto Park Rd Suite 600
Boca Raton, FL 33432

[Signature]

Witness
Print Name David Mahoney
Address 150 E Palmetto Park Rd Sk. 600
Boca Raton, FL 33432

STATE OF Florida

COUNTY OF Palm Beach

WP LAKEWILSON MF-FL OWNER,
LLC, a Delaware limited liability company

By: [Signature]
Jim Lott Authorized Signatory
Print Name/Title

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization, this 21st day of April, 2025, by Jim Lott, as Authorized signatory of WP Lakewilson MF-FL Owner, LLC, a Delaware limited liability company, on behalf of the company who is personally known or has produced _____ as identification.

[Signature]
Notary Public

(AFFIX NOTARY SEAL)



Printed Name of Notary _____
My commission expires 6/20/26

LEGAL DESCRIPTION
PROPOSED MASTER METER ASSEMBLY EASEMENT

LEGAL DESCRIPTION:

A PORTION OF SECTION 3, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 3; THENCE RUN SOUTH 89°43'56" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER A DISTANCE OF 70.17 FEET TO THE WESTERLY RIGHT OF WAY LINE OF LAKE WILSON ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 11230, PAGE 2174, PUBLIC RECORDS OF POLK COUNTY, FL; THENCE RUN NORTH 00°30'29" WEST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 55.92 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 89°52'40" WEST FOR A DISTANCE OF 49.00 FEET, THENCE RUN NORTH 00°30'29" WEST FOR A DISTANCE OF 20.00 FEET; THENCE RUN SOUTH 89°52'40" EAST FOR A DISTANCE OF 49.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF LAKE WILSON ROAD; THENCE RUN SOUTH 00°30'29" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 979.94 SF (MORE OR LESS).

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO ESTABLISH AN EASEMENT FOR THE PURPOSES STATED.
3. NO CORNERS WERE SET AS PART OF THIS SKETCH OF DESCRIPTION.
4. THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR THE ELECTRONIC SIGNATURE IN COMPLIANCE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 3-26-27, BEING RECORDED IN WINDWOOD BAY PHASE ONE, PLAT BOOK 118, PAGE 40, BEING S89°43'56"W AS SHOWN ON THE SURVEY BY LAND PRECISION CORPORATION, AS PROVIDED TO L&S BY CLIENT.

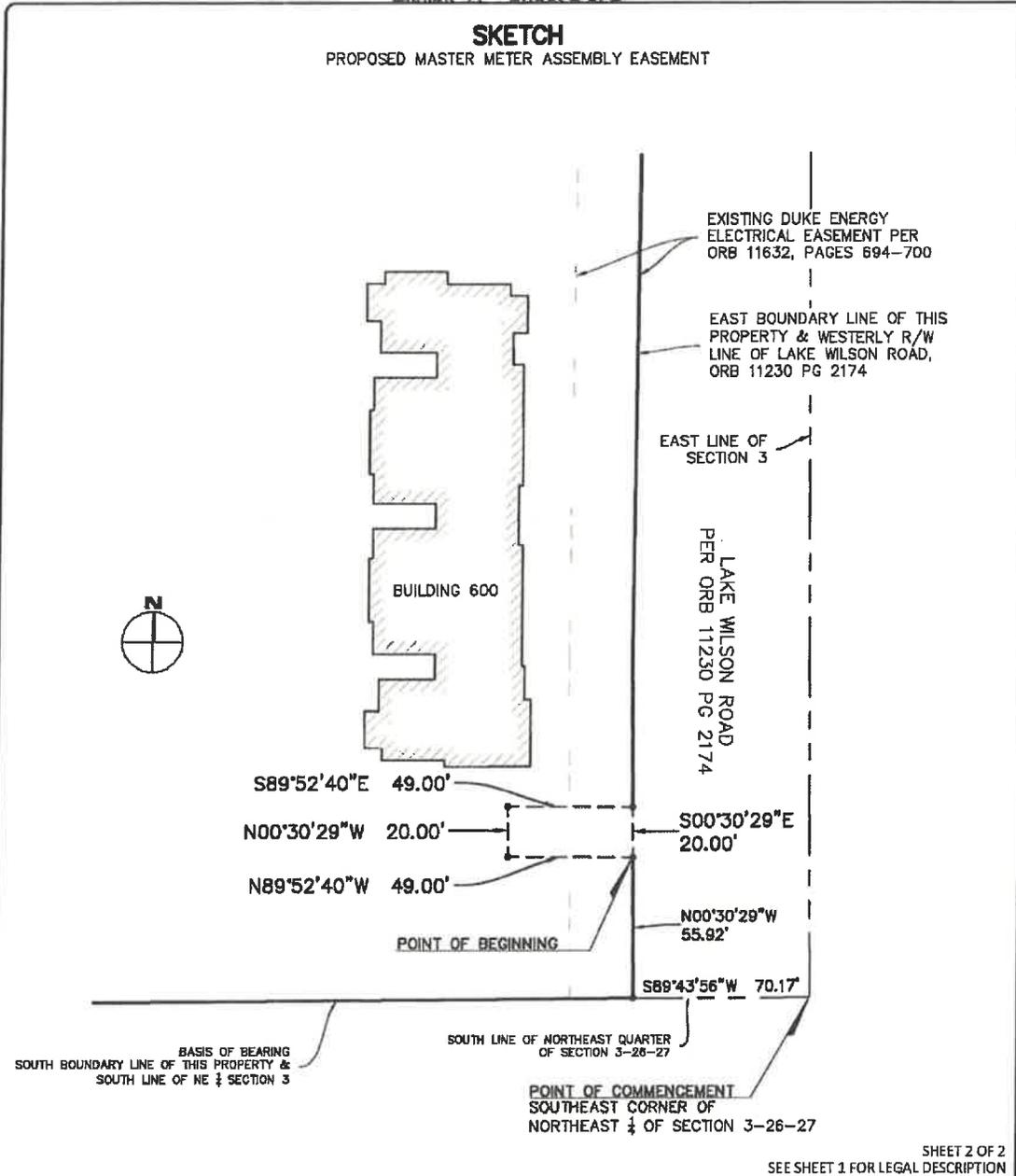
SYMBOLS AND ABBREVIATION LEGEND:

- = CHANGE IN DIRECTION
- N = NORTH
- E = EAST
- S = SOUTH
- W = WEST
- ORB = OFFICIAL RECORDS BOOK
- PG = PAGE

SHEET 1 OF 2
SEE SHEET 2 FOR SKETCH

<p>CREATED BY: 1 _____ 2 _____ 3 _____ 4 _____</p>	 L & S Diversified <small>Professional Surveyor & Mapper</small> 499 STATE ROAD 486 SUITE 317 CASSELBERRY, FL 32707 PHONE: 407.685.8486 WWW.LSURLSURVEYOR.COM INFO@LSURLSURVEYOR.COM PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE LB#7829	 Digitally signed by Bradley Alexander Date: 2024.07.18 09:47:40 -04'00'																
<p>PROPOSED MASTER METER ASSEMBLY EASEMENT</p>																		
PROJECT No. 210123 DRAWN DATE 2024 JUL 10 SURVEYOR MANAGED BY R. TRAVIS SURVEY DATE N/A APPROVED BY B. ALEXANDER DRAWN BY B. SHIR-OLSEN CLIENT FILE No. N/A	<p>SURVEYOR'S CERTIFICATION I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 54-37 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTERS 177 AND 472 OF THE FLORIDA STATUTES. THIS SKETCH AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR THE ELECTRONIC SIGNATURE IN COMPLIANCE WITH F.A.C. 51.17(06)(3) OF THE SIGNING SURVEYOR AND MAPPER</p>																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>No.</th> <th>DATE</th> <th>BY</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	No.	DATE	BY	DESCRIPTION													BRADLEY ALEXANDER, P.S.M. - LS#6885	
No.	DATE	BY	DESCRIPTION															

SKETCH
PROPOSED MASTER METER ASSEMBLY EASEMENT



SHEET 2 OF 2
SEE SHEET 1 FOR LEGAL DESCRIPTION

PROPOSED MASTER METER ASSEMBLY EASEMENT			
PROJECT No	210123	DRAWN DATE	2024 JUL 30
SURVEY BY	N/A	REVIEWED BY	B TRAVIS
SURVEY DATE	N/A	APPROVED BY	B ALFAROME
DRAWN BY	B.SI-28	CLIENT FILE No	N/A
No	DATE	BY	DESCRIPTION


L & S
Diversified
a division of L.S. Travers and Associates

489 STATE ROAD 436 | SUITE 113 | CASSELBERRY, FL 32707
 PHONE 407 683 3836 | WWW.LS.SURVEYOR.COM | INFO@LS.SURVEYOR.COM
 PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE | LS#7829

GRAPHIC SCALE



1 INCH = 60 FEET



Polk County
Board of County Commissioners

Agenda Item R.20.

5/20/2025

SUBJECT

Approve Road Closure Request in Accordance with the Ordinance No. 2025-020

DESCRIPTION

In accordance with Ordinance No. 2025-020 regarding Road Closure Requests, staff has reviewed the application and finds that it meets the required criteria and brings the following closure for the Board to approve:

1. Forest Lake Drive - 180 day closure for Road Rebuilding and Utility Relocation.

RECOMMENDATION

Approve Road Closure Request.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Jay M. Jarvis, P.E., Director
Roads & Drainage Division
(863) 535-2200

3000 Sheffield Road
Winter Haven, FL 33880



PHONE: 863-535-2200
FAX: 863-534-7339
www.polk-county.net

ROADS & DRAINAGE DIVISION

Road Closure Request Form

DATE OF REQUEST: _____ PROJECT OWNER: _____
AGENCY/COMPANY/UTILITY

PROJECT NAME: _____

PROJECT LOCATION: _____
Roadway Name City/Town

SCOPE OF WORK: _____

REASON FOR CLOSURE: _____

CLOSURE START DATE: _____ START TIME: _____ END TIME: _____
MONTH/DAY/YEAR HR:MIN AM/PM HR:MIN AM/PM

CLOSURE DURATION: _____ DAYS PROJECT DURATION: _____ DAYS
(180 days- 11/08/2025)
ROAD CLASSIFICATION: _____ COLLECTOR ROAD _____ LOCAL RESIDENTIAL

OFFICE CONTACT: _____
Name Office Phone Agency or Company

JOBSITE CONTACT: _____
Name Mobile Phone Agency or Company

PROJECT TYPE: _____ LAND DEVELOPMENT DIVISION _____ ROADS & DRAINAGE DIVISION _____ OTHER
(CHECK ONE)

PERMIT # _____ ROW-USE PERMIT # _____

NOTES:

- In accordance with **County Ordinance 2025-020**, road closure approvals must be **specific and justifiable** and are only granted upon the following conditions: (a) all other possible alternatives have been explored and found to be impossible or impractical; (b) the road closure enhances public safety; (c) the road closure is necessary to mitigate hazardous working conditions; and (d) the road closure is not merely for the convenience of the applicant, contractor, or requesting party.
- Road closure requests exceeding five (5) days for roads that are classified as "collector roads," requests exceeding thirty (30) days for roads that are classified as "local residential," and all requests for extensions require Board approval.
- Road closures exceeding fourteen (14) days require a "Road Closure Agreement" to be executed and returned at least three (3) days prior to scheduled closure start date. Call 863-535-2200 for details.
- Request for closure form must be submitted to TE_RoadClosureCoordinator@polk-county.net at least ten (10) working days prior to closure start date for requests that do not exceed five (5) days and at least forty-five (45) working days prior to closure date for requests that exceed five (5) days.
- Submit form with an aerial location map depicting work zone location with northing arrow and major roads labeled.
- Submit form with a traffic control plan to include:
 - Detour Route
 - Location of Signs & Devices
 - Required Message Boards w/Text of Message

7. Location map and traffic control plan must be computer-generated and cannot be hand-sketched.
8. Requests for extension must be submitted with the originally approved request form.
9. Polk County will notify first-responder agencies and other appropriate organizations.
10. If approved, the applicant must display signage announcing the road closure for at least five (5) days prior to the date of the road closure in a conspicuous location in both directions of travel.
11. See County Ordinance 2025-20 for compliance, enforcement, and penalties.

Reviewed by:

Approved by:

Doug Gable 05/05/2025
 Douglas Gable, P.E. Date
 Engineering Manager- Interim

 Jay M. Jarvis, P.E. Date
 Division Director

Amy Gregory 05/05/2025
 Amy J. Gregory, P.E. Date
 Traffic Manager

 John Bohde Date
 Deputy County Manager

SEE PAGE 4 FOR ENLARGED VIEW OF WORK AREA



- Manifest**
- 86 x Barrel
 - 10 x M4-9 Detour Straight
 - 6 x W20-1F Road Work Ahead
 - 6 x W20-2A Detour Ahead
 - 4 x M4-9R Detour With Arrow (Right)
 - 3 x M4-9L Detour With Arrow (Left)
 - 2 x M4-10D Detour Double Arrow
 - 2 x M4-8a end detour
 - 2 x R11-2 Road Closed
 - 2 x R3-2 No left turn
 - 1 x I-22A gateway Rest Areas Only
 - 1 x R11-3 R11-3 road closed ahead local traffic only
 - 1 x R3-2 No right turn
 - 1 x W20-3
 - 1 x W9-3L Left Lane Closed Ahead

- Legend**
- Barrel
 - Sign Post Mounted
 - TYPE III BARRICADE
 - VMB
 - Work Area

POSTED SPEED
55

FDOT *Signage Services*

Call/Email: 813-423-7300
 616633
 Email: fdot@fdot.com
 Website: www.fdot.com

Florida Safety Council
 1901 E. Emerald Coast
 Panama City, FL 32381
 Tel: 904-999-1950
 www.floridasafetycouncil.com

VMB MESSAGE 7 DAYS PRIOR

FOREST LAKE DR TO CLOSE	MM/DD/YY FOLLOW DETOUR
-------------------------	------------------------

VMB MESSAGE DURING ROAD CLOSURE

FOREST LAKE DR CLOSED	USE NORTH BLVD
-----------------------	----------------

VMB MESSAGE DURING ROAD CLOSURE

FOREST LAKE DR CLOSED	USE HOLLY HILL RD
-----------------------	-------------------



Date: 9/4/2024 Author: FLASH-RITE, INC. Project: US HWY 27 / FOREST LAKE DR
 Comments: SIGN AND DEVICE SPACING TO FOLLOW FDOT DESIGN STANDARDS 2024/2025
 FDOT STANDARD INDEX 102-613
 ROAD CLOSURE / LEFT TURN LANE CLOSURE SOUTHBOUND

ENLARGED VIEW OF WORK AREA



Date: 9/4/2024 **Author:** FLASH-RITE, INC. **Project:** US HWY 27 / FOREST LAKE DR
Comments:
 SIGN AND DEVICE SPACING TO FOLLOW FDOT DESIGN STANDARDS 2024/2025

FDOT STANDARD INDEX 102-613

ROAD CLOSURE / LEFT TURN LANE CLOSURE SOUTHBOUND
 pag3



SUGGESTED PLAN DESIGN TO BE USED FOR PRELIM SUBMITTAL ONLY. FLASH-RITE, INC.
 NOT A LICENSED ENGINEER AND IS RELEASED FROM LIABILITY IN RESPECTS TO PLAN DESIGN

SEE PAGE 8 FOR ENLARGED VIEW OF WORK AREA



FOOTI Single Boxes
 Certificate: Has Completed a FOOTI Approved Temporary Traffic Control Advanced Course
 616633
 Issued: 11/02/2023 Training Provider: Florida Safety Council
 Expires: 03/26/2027
 Issued/Issued By: 1805 S. Central Ave
 Gainesville, FL 32603
 Phone: 352.339.1994
 Verify this Certificate at www.mutualscore.com

POSTED SPEED
55

Manifest

- 223 x Barrel
- 3 x M4-9 Detour Straight
- 2 x R3-2 No left turn
- 2 x W20-1F Road Work Ahead
- 2 x W9-3L Left Lane Closed Ahead
- 1 x KG20-2 KG20-2 End of road work
- 1 x M4-10D Detour Double Arrow
- 1 x MOT-13-06 Speeding Fines Doubled When Workers Present
- 1 x R11-2 Road Closed
- 1 x R3-2 No right turn
- 1 x W20-2A Detour Ahead
- 1 x W21-5a Right Shoulder Closed
- 1 x W4-2L Lane Ends

Legend

- ADVANCE WARNING ARROW BOARD
- Barrel
- Sign Stand
- TYPE III BARRICADE
- Work Area



Flash-Rite, Inc.
 4017 N. 34th Street
 Lakeland, FL 33809

Date: 9/4/2024 Author: FLASH-RITE, INC. Project: US HWY 27 / FOREST LAKE DR
 Comments:
 SIGN AND DEVICE SPACING TO FOLLOW FDOT DESIGN STANDARDS 2024/2025
 FDOT STANDARD INDEX 102-613
 ROAD CLOSURE / LEFT LANE CLOSURE NORTHBOUND

ENLARGED VIEW OF WORK AREA



Date: 9/4/2024 Author: FLASH-RITE, INC. Project: US HWY 27 / FOREST LAKE DR
 Comments:
 SIGN AND DEVICE SPACING TO FOLLOW FDOT DESIGN STANDARDS 2024/2025
 FDOT STANDARD INDEX 102-613

SUGGESTED PLAN DESIGN TO BE USED FOR PERMIT SUBMITTAL ONLY - FLASH-RITE INC IS NOT A CERTIFIED ENGINEER AND IS RELEASED FROM LIABILITY IN RESPECTS TO PLAN DESIGN

ROAD CLOSURE / LEFT LANE CLOSURE NORTHBOUND

SEE PAGE 6 FOR ENLARGED VIEW OF WORK AREA



FDOT Sergio Garcia
 Certificate: Has Completed a FDOT Approved Temporary Traffic Control Advanced Course
 616633
 Issued: 11/02/2023 Training Provider: Florida Safety Council
 Expires: 11/28/2027 1505 E. Colonial Drive
 Orlando, FL 32803
 Instructor: D Ph: 407-896-1894
 Verify the Certificate at www.motdotm.com.

Manifest

- 248 x Barrel
- 2 x R11-2 Road Closed
- 1 x KG20-2 KG20-2 End of road work
- 1 x M4-10D Detour Double Arrow
- 1 x MOT-13-06 Speeding Fines Doubled When Workers Present
- 1 x R89-3 RIGHT (LEFT) LANE THIS SIGNAL
- 1 x W20-1F Road Work Ahead
- 1 x W21-5a Right Shoulder Closed
- 1 x W4-2L Lane Ends
- 1 x W9-3R W9-3R right lane closed ahead

Legend

- ADVANCE WARNING ARROW BOARD
- Barrel
- Sign Stand
- TYPE III BARRICADE
- Work Area
- TEMPORARY BICYCLE WAY



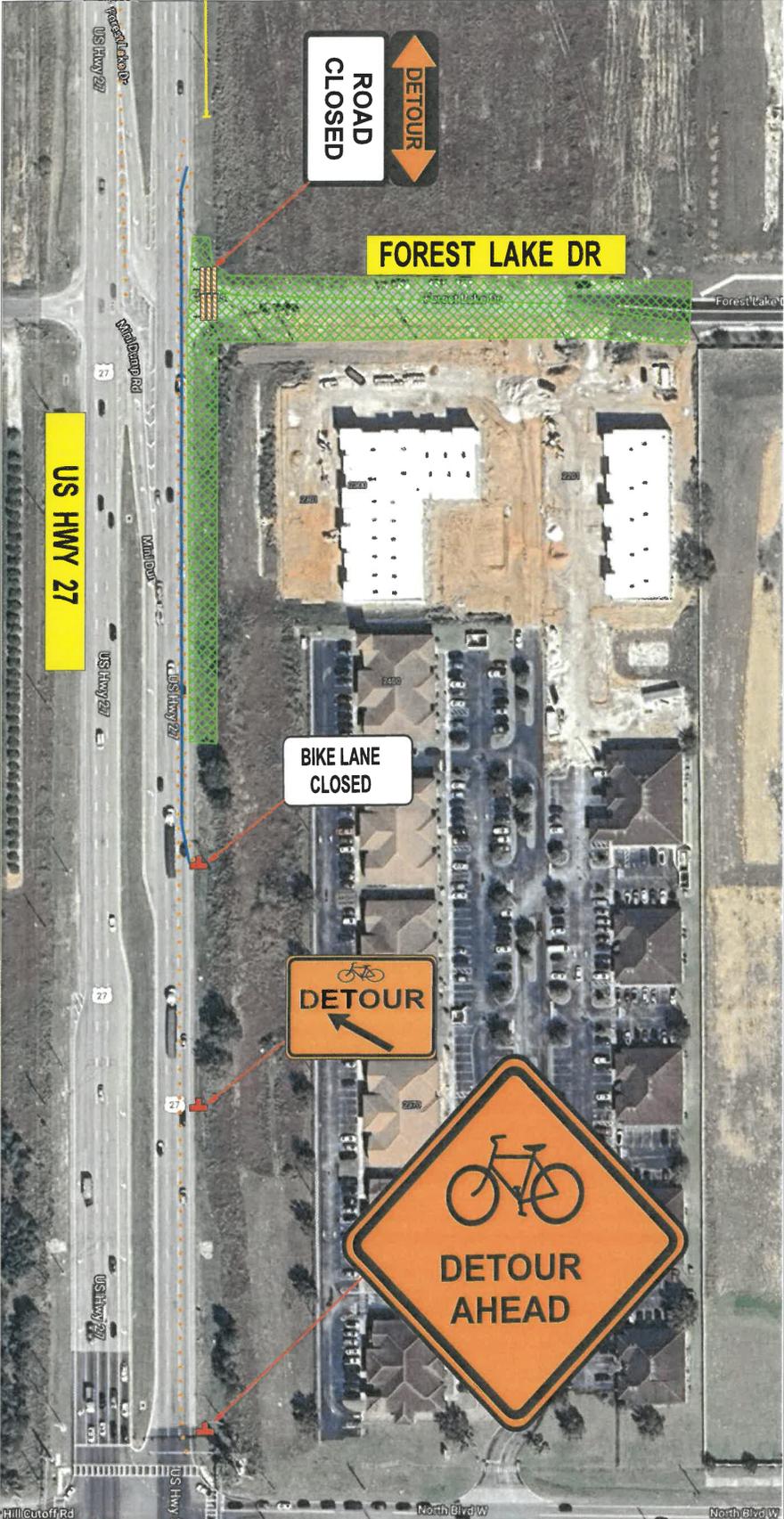
SOUGHTER PLAN DESIGN TO BE USED FOR PERMIT SUBMITTAL ONLY. FLASH-RITE INC. IS NOT A CERTIFIED ENGINEER AND IS RELEASED FROM LIABILITY IN RESPECTS TO PLAN DESIGN.



Date: 9/4/2024 Author: FLASH-RITE, INC. Project: US HWY 27 / FOREST LAKE DR
 Comments: SIGN AND DEVICE SPACING TO FOLLOW FDOT DESIGN STANDARDS 2024/2025

FDOT STANDARD INDEX 102-613
 ROAD CLOSURE / RIGHT LANE CLOSURE NORTHBOUND

ENLARGED VIEW OF WORK AREA



Date: 9/4/2024 Author: FLASH-RITE, INC. Project: US HWY 27 / FOREST LAKE DR
 Comments:
 SIGN AND DEVICE SPACING TO FOLLOW FDOT DESIGN STANDARDS 2024/2025
 FDOT STANDARD INDEX 102-613
 ROAD CLOSURE / RIGHT LANE CLOSURE NORTHBOUND

SUGGESTED PLAN DESIGN TO BE USED FOR PERMIT SUBMITTAL ONLY. FLASH-RITE INC. IS NOT A GROUPED ENGINEER AND IS RELEASED FROM LIABILITY IN RESPECTS TO PLAN DESIGN

SEE PAGE 2 FOR ENLARGED VIEW OF WORK AREA



Date: 9/4/2024 Author: FLASH-RITE, INC. Project: US HWY 27 / FOREST LAKE DR
 Comments: SIGN AND DEVICE SPACING TO FOLLOW FDOT DESIGN STANDARDS 2024/2025
 FDOT STANDARD INDEX 102-602

UNACCEPTED PLAN BECAUSE TO BE USED FOR PERMITS. ORIGINAL FILES FLASHER-RITE INC. NOT A LICENSED ENGINEER AND WE RELEASE FROM LIABILITY FOR ANY COPIES OR REUSE.

ENLARGED VIEW OF WORK AREA



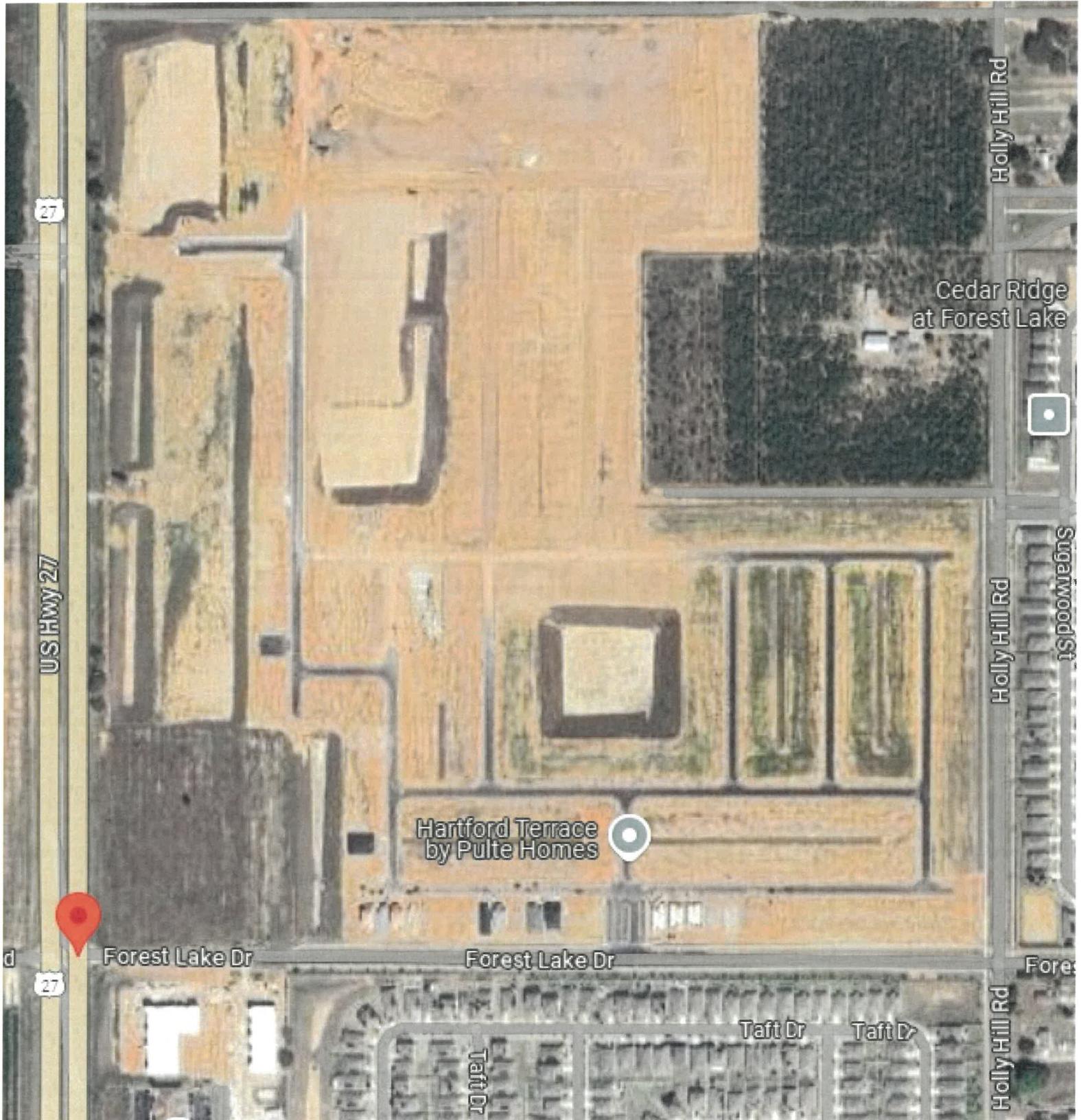
Date: 9/4/2024 Author: FLASH-RITE, INC. Project: US HWY 27 / FOREST LAKE DR

Comments:
SIGN AND DEVICE SPACING TO FOLLOW FDOT DESIGN STANDARDS 2024/2025

FDOT STANDARD INDEX 102-602



SUGGESTED PLAN DESIGN TO BE USED FOR PERMIT SUBMITTAL ONLY. FLASH-RITE INC IS NOT A CERTIFIED ENGINEER AND IS RELEASED FROM LIABILITY IN RESPECTS TO PLAN DESIGN



Schmitz, Mark

From: Melani Carrig <MCarrig@BlueOxLand.com>
Sent: Wednesday, May 7, 2025 3:19 PM
To: Jarvis, Jay
Cc: Silas Durham; DJ David; Eliana Crytser; Reyes, Gloria; Schmitz, Mark; Gregory, Amy; Gable, Doug; Sanchez, Gil; Bearden, Tim; Haas, Craig; McCall, Lauren; Howerton, Gator; Ziskal, Benjamin; Dunn, Benjamin; Bohde, John; Craver, Stacy;
Subject: [EXTERNAL]: RE: Forest Lake Dr & US 27 road closure 5.12.25

Jay,

As you are probably aware, we are having to work against the time restraints of multiple communications providers, Duke and FDOT relocations in this driveway... none of which are motivated to get this scheduled for removal as soon as we would like. I don't believe that we will require the full 6 months for closure, but I requested 6 months to make sure we do not need to extend these road closure permits in the case these relocations take longer than anticipated.

Here is our current timeline for these relocations:

1 DOT pull box – we need to submit a plan to DOT as to where we are wanting to relocate the pull box. This should be submitted today or tomorrow for review and approval. Once approved, we are on standby to relocate the pull box. After DOT approval, this relocation could take 1-2 days, depending on what DOT approves. We currently have no schedule for mobilizing on this relocation.

2 SUMMIT pull boxes – One box has been relocated. The second box was not relocated because Summit believed it to belong to Winter Haven, we had Winter Haven come out and they say it belongs to Summit. We are still waiting on a schedule from Summit as to when they can come back and relocate this box. We currently have no schedule for mobilizing on this relocation.

1 power pole (Duke) – duke is aiming to have this relocated by 5/12

Light poles – we have submitted a photometric plan to DOT regarding the light poles, once that is approved, we have to have Duke come back out and deenergize them and then they will need to be relocated. We can open the road without this step, but there will be work in the ROW to have these deenergized and relocated. We currently have no schedule mobilizing on any of this work.

Paving operations – after all the relocations we will need to regrade and prepare the area for paving. This includes any concrete work, sodding and remaining striping the county might require along Forest Lake Dr. to open this road up. We are hoping to pave this remaining area on Forest Lake Dr. the first week in June, but that is all dependent on these relocations. Currently, we do not have a firm schedule to mobilize on this work.

I understand the hesitation on the length of extended closure on Forest Lake Dr due to the complaints you are receiving, but we met on site with the county and DOT to push for a temporary opening of this road and it was concluded that there is no safe option to open up this road to traffic without these

relocations and completing the paving. It is currently closed and according to the county and DOT, will remain closed until these operations are complete. Is there any way we can push for approval and get this in front of the board before June?

Please let me know if you have any questions or need any other information.

Thanks,

Melani Carrig

Blue Ox Enterprises, LLC.

500 North Way

Sanford, FL 32773

Office Phone: (407) 339-4800

Cell Phone: (407) 687-8326

Fax: (407) 339-4839

From: Jarvis, Jay <JayJarvis@polk-county.net>

Sent: Wednesday, May 7, 2025 2:36 PM

To: Melani Carrig <MCarrig@BlueOxLand.com>

Cc: Silas Durham <sdurham@blueoxland.com>; DJ David <ddavid@BlueOxLand.com>; Eliana Crytser <ecastro@BlueOxLand.com>; Reyes, Gloria <GloriaReyes@polk-county.net>; Jarvis, Jay <JayJarvis@polk-county.net>; Schmitz, Mark <MarkSchmitz@polk-county.net>; Gregory, Amy <amygregory@polk-county.net>; Gable, Doug <DougGable@polk-county.net>; Sanchez, Gil <GilSanchez@polk-county.net>; Bearden, Tim <TimBearden@polk-county.net>; Haas, Craig <craighaas@polk-county.net>; McCall, Lauren <LaurenMcCall@polk-county.net>; Howerton, Gator <clintonhowertonjr@polk-county.net>; Ziskal, Benjamin <BenjaminZiskal@polk-county.net>; Dunn, Benjamin <BenjaminDunn@polk-county.net>; Bohde, John <JohnBohde@polk-county.net>; Craver, Stacy <StacyCraver@polk-county.net>; TE_RoadClosureCoordinator <TE_RoadClosureCoordinator@polk-county.net>

Subject: Forest Lake Dr & US 27 road closure 5.12.25

Melani,

I have concerns about the length of this Road Closure requests. The County has continuously received complaints about the status of this road from development delays. Please justify the 6 month Road Closure based on the schedule to perform this work. Also, understand that this request will not be able to move forward until staff approves this request and then it will need to go to the Board of County Commissioners for their final approval. The next available Board meeting is on June 3rd, if you receive staff approval by May 21st. The deadline is passed for the May 20th Board Meeting.

Sincerely,

Jay M. Jarvis, P.E., Director

Polk County Roads & Drainage Division

3000 Sheffield Road

Winter Haven, FL 33880

(863) 535-2200 Office

(863) 534-7339 Fax



Polk County
Board of County Commissioners

Agenda Item R.21.

5/20/2025

SUBJECT

Approve Consultant Services Authorization (CSA) No. 22-098-04 with WSP USA Inc. (Consultant) for the Vaughn Road Widening Project (\$158,670.05 one-time expense).

DESCRIPTION

On February 20, 2024, the Board Approved Consulting Service Agreement 22-96-02 (the "Agreement") with WSP USA Environment & Infrastructure, Inc. (the "Consultant") to provide professional engineering services in connection with the Vaughn Rd Widening Project including developing a Preliminary Engineering Report that includes preliminary geotechnical services, roadway analysis, drainage analysis, construction cost estimates, right of way cost estimates, and coordination with the various Utility Agency Owners as well as the Southwest Florida Water Management District, in the amount of \$112,447.00.

On 12/31/24, WSP USA Environmental & Infrastructure, Inc. merged with WSP USA, Inc. Therefore, to maintain continuity with the project, a new CSA agreement is needed under the Master Agreement of WSP USA, Inc.

Currently the Consultant has completed the design and other preliminary services described above and the County now wishes to engage the Consultant to provide continuing professional services for permitting, final design, and bidding support, for the Vaughn Rd Widening Project.

RECOMMENDATION

Request the Board approve CSA No. 22-098-04 with the Consultant at a not-to-exceed fee of \$158,670.05, for the Vaughn Rd Widening Project.

FISCAL IMPACT

Funds are budgeted and available in the Transportation Millage Fund.

CONTACT INFORMATION

Klayton Fees, P.E., Project Manager
Roads & Drainage Division
863.535.2281
klaytonfees@polk-county.net

REQUEST FOR LEGAL SERVICES

TO: COUNTY ATTORNEY'S OFFICE (AT01)

ATTENTION: Noah Milov
(CHECK ONE) Heather Bryan

FROM: Klayton Fees (863) 535-2281 DATE: 4/7/25
(Name and Phone Number)

RETURN TO: Klayton Fees DIVISION: Roads & Drainage

BOARD AGENDA DATE: 5/6/25 COUNTY MANAGER ITEM:

PROJECT: Vaughn Rd Widening

CSA/CONTRACT NUMBER: 22-098-04

MODIFICATION NUMBER: CHANGE ORDER NUMBER:

TYPE OF AGREEMENT: CSA

NAME OF CONSULTANT/CONTRACTOR: WSP USA Inc.

Please indicate any time limits and attach all necessary documentation.
REQUEST IN DETAIL:

Please review attachments for the Board Agenda date indicated and return APPROVED documents at your earliest convenience. THANK YOU.

For CAO Use Only:

Assigned Staff: <u>Noah</u>	Log-In Date: <u>4/17/25</u>
CAO Project Number: <u>25-297</u>	Log-Out Date: <u>4/23/25</u>

Select Agenda Date: May 6, 2025
Select a Category: Contract
Select a Division: Roads & Drainage Division
Select a Workflow: Trans. Through Proc No Fiscal Impact (Trans)

SUBJECT

Approve Consultant Services Authorization (CSA) No. 22-098-04 with WSP USA Inc. (Consultant) (\$158,670.05 one-time expense).

DESCRIPTION

On February 20, 2024, the Board Approved Consulting Service Agreement 22-96-02 (the "Agreement") with WSP USA Environment & Infrastructure, Inc. (the "Consultant") to provide professional engineering services in connection with the Vaughn Rd Widening Project including developing a Preliminary Engineering Report that includes preliminary geotechnical services, roadway analysis, drainage analysis, construction cost estimates, right of way cost estimates, and coordination with the various Utility Agency Owners as well as the Southwest Florida Water Management District, in the amount of \$112,447.00.

On 12/31/24, WSP USA Environmental & Infrastructure, Inc. merged with WSP USA, Inc. Therefore, to maintain continuity with the project, a new CSA agreement is needed under the Master Agreement of WSP USA, Inc.

Currently the Consultant has completed the design and other preliminary services described above and the County now wishes to engage the Consultant to provide continuing professional services for permitting, final design, and bidding support, for the Vaughn Rd Widening Project.

RECOMMENDATION

Request the Board approve CSA No. 22-098-04 with the Consultant at a not-to-exceed fee of \$158,670.05, for the Vaughn Rd Widening Project.

FISCAL IMPACT

Funds are budgeted and available in the Utilities Operation Fund.

CONTACT INFORMATION:

Klayton Fees, P.E., Project Manager
Roads & Drainage Division
863.535.2281
klaytonfees@polk-county.net

CONSULTANT APPROVAL FORM

CPO: If Consultant fee is under \$50,000 & construction is under \$250,000 (procedure)
CSA: If Construction is under \$4,000,000;
OR for study activity if consultant fee is under \$500,000- FS 287.055(CCNA))

CPO/CSA #: 22-098-04 (Assigned by Procurement)

To be completed by the requesting Division:

Date: 4/7/2025 Division: Roads & Drainage Division

Project Manager's Name: Klayton Fees, PE Phone #: 863-535-2281

Project Name: Vaughn Rd Widening

Total Project Budget: \$ 4,935,000.00 Project # 6881001

Estimate of Construction Cost: \$ 750,000.00

Proposed Consultant: WSP USA Inc. Fee: \$158,670.05

Master Consultant Agreement # 22-098

Attach Scope of Services Proposed by the Consultant (Exhibit "A")

Approved By: [Signature] Date: 4/10/25
Division Director/Designee

Procurement Division

Date Received: _____ Date Reviewed by Analyst: 4/15/25

Approved by: [Signature]
(Procurement Director/Designee)

County Attorney's Office (Required for all CSA's)

Date Received: _____ Date Reviewed: 4/23/25

Approved by: [Signature]
(County Attorney Office Signature)

County Manager's Office (Required if consultant fee is greater than \$100,000)

Date Received: _____ Date Reviewed: _____

Approved by: _____
(County Manager Office Signature)

Additional Attachments: number of days to complete project, not to exceed/lump sum amount, justification for consultant selected, fee schedule, and Professional Liability COI (COI applicable to CSA only, description field must be project specific (contract requirement)).

**Selection Procedure for Consultants with Continuing Contracts
CCNA Continuing Contracts Justification Form**

Please submit this form along with any Original CSA/CPO Consultant Approval Form

Division: Roads & Drainage
Project Manager: Klayton Fees, P.E.

Step 1:

Review list for appropriate Expertise, Experience, and Personnel (List all consultants awarded a master agreement under the RFP)

Consultant	Expertise	Experience	Personnel	Local (Y/N)	Elevated for Consideration (Y/N)
AECOM	Y	Y	Y	Y	Y
AIM Engineering & Survey	Y	Y	Y	Y	Y
Burgess and Niple	Y	Y	Y	N	Y
CONSOR Engineers	Y	Y	Y	Y	Y
Dewberry Engineers	Y	Y	Y	Y	Y
DRMP	Y	Y	Y	Y	Y
HDR Engineering	Y	Y	Y	N	Y
HNTB	Y	Y	Y	Y	Y
Jacobs Engineering Group	Y	Y	Y	N	Y
Kimley-Horn and Associates	Y	Y	Y	N	Y
Kissinger Campo & Associates	Y	Y	Y	N	Y
Mott MacDonald Florida	Y	Y	Y	N	Y
NV5	Y	Y	Y	N	Y
Patel, Greene, and Associates	Y	Y	Y	Y	Y
Rummel, Klepper & Kahl	Y	Y	Y	Y	Y
WSP USA Environmental & Infrastructure	Y	Y	Y	Y	Y
WSP USA	Y	Y	Y	Y	Y

State justification for each firm NOT elevated and why:

Step 2:

Past performance on similar projects satisfactory (List all consultants elevated from Step 1)

Consultant	Has past performance been satisfactory (Y/N)	Elevated for Consideration(Y/N)
AECOM	Y	Y
AIM Engineering & Survey	Y	Y
Burgess and Niple	Y	Y
CONSOR Engineers	Y	Y
Dewberry Engineers	Y	Y
DRMP	Y	Y
HDR Engineering	Y	Y
HNTB	Y	Y
Jacobs Engineering Group	Y	Y
Kimley-Horn and Associates	Y	Y
Kissinger Campo & Associates	Y	Y
Mott MacDonald Florida	Y	Y
NV5	Y	Y
Patel, Greene, and Associates	Y	Y
Rummel, Klepper & Kahl	Y	Y
WSP USA Environmental & Infrastructure	Y	Y
WSP USA	Y	Y

State justification for each firm NOT elevated and why:

Step 3:

Total amount of money the County has contracted with each Consultant elevated to Step 2 during the last 24 months.

Consultant	Contracted Amount	Elevated (Y/N)
AECOM	\$ 723,149.04	N

AIM Engineering & Survey	\$	691,043.55	N
Burgess and Niple	\$	522,931.36	N
CONSOR Engineers	\$	542,263.76	N
Dewberry Engineers	\$	203,582.32	N
DRMP	\$	313,355.25	N
HDR Engineering	\$	567,194.67	N
HNTB	\$	671,340.00	N
Jacobs Engineering Group	\$	495,625.26	N
Kimley-Horn and Associates	\$	180,890.00	N
Kissinger Campo & Associates	\$	501,531.12	N
Mott MacDonald Florida	\$	167,799.10	N
NV5	\$	265,452.13	N
Patel, Greene, and Associates	\$	790,565.67	N
Rummel, Klepper & Kahl	\$	95,456.00	N
WSP USA Environmental & Infrastructure	\$	279,519.42	N
WSP USA	\$	319,023.41	Y

Step 4:

State justification, if the chosen consultant does not have the least amount of contract obligation.

Consultant has worked previously on the Vaughn Rd widening project and is selected to do the final design.



Consultant Services Authorization

Firm	WSP USA Inc. (WSP)
Master Agreement No.	22-098
CSA No.	22-098-04
Project Name	Vaughn Rd Widening
Project Description	Widen Vaughn Rd from Sheffield Rd to its northern terminus (~0.34 miles) from its existing width of 20 feet to 24 feet to accommodate future access associated with the County's Fire Training Facility located at 59 Vaughn Rd.
Projects Exhibits and Attachments	Exhibit "A"- Scope of Services Exhibit "B"-Fee Schedule (Master Agreement) Exhibit "C"-Reimbursable Cost Schedule Exhibit "D"-Insurance Documents
Duration (in days)	through the completion of construction
Compensation	Total Cost Not to Exceed: \$ 158,670.05
Special Contract Conditions	NONE
Insurance Requirements	Professional Liability
Liquidated Damages	\$ 0 Per Day
Budget Source/Availability	42011.680536150.5663400.6881001

IN WITNESS WHEREOF, the parties hereto have executed this CSA on this ___ day of _____, 20__.

Attest:
STACY M. BUTTERFIELD

POLK COUNTY, a Political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
Chairperson
Board of County Commissioners

Date Approved by Board: _____

Review as to form and legal sufficiency
North Miller 4/23/25
County Attorney's Office Date

Attest:

WSP USA Inc. (WSP)
CONSULTANT COMPANY NAME

Heather Jones
Corporate Secretary

Andrew J. Lynn
Authorized Corporate Officer
Andrew J. Lynn, Vice President
[Printed Name and Title]

SEAL

Date: April 2, 2025

Date: April 2, 2025



Consultant Services Authorization

Firm	WSP USA Inc. (WSP)
Master Agreement No.	22-098
CSA No.	22-098-04
Project Name	Vaughn Rd Widening
Project Description	Widen Vaughn Rd from Sheffield Rd to its northern terminus (~0.34 miles) from its existing width of 20 feet to 24 feet to accommodate future access associated with the County's Fire Training Facility located at 59 Vaughn Rd.
Projects Exhibits and Attachments	Exhibit "A"- Scope of Services Exhibit "B"-Fee Schedule (Master Agreement) Exhibit "C"-Reimbursable Cost Schedule Exhibit "D"-Insurance Documents
Duration (in days)	through the completion of construction
Compensation	Total Cost Not to Exceed: \$ 158,670.05
Special Contract Conditions	NONE
Insurance Requirements	Professional Liability
Liquidated Damages	\$ 0 Per Day
Budget Source/Availability	42011.680536150.5663400.6881001

IN WITNESS WHEREOF, the parties hereto have executed this CSA on this ___ day of _____, 20__.

Attest:
STACY M. BUTTERFIELD

POLK COUNTY, a Political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
Chairperson
Board of County Commissioners

Date Approved by Board: _____

Review as to form and legal sufficiency
Wade Miller 4/23/25
County Attorney's Office Date

Attest:

WSP USA Inc. (WSP)
CONSULTANT COMPANY NAME

Allyson Jones
Corporate Secretary

Andrew J. Lynn
Authorized Corporate Officer
Andrew J. Lynn, Vice President
[Printed Name and Title]

SEAL

Date: April 2, 2025

Date: April 2, 2025



Consultant Services Authorization

Firm	WSP USA Inc. (WSP)
Master Agreement No.	22-098
CSA No.	22-098-04
Project Name	Vaughn Rd Widening
Project Description	Widen Vaughn Rd from Sheffield Rd to its northern terminus (~0.34 miles) from its existing width of 20 feet to 24 feet to accommodate future access associated with the County's Fire Training Facility located at 59 Vaughn Rd.
Projects Exhibits and Attachments	Exhibit "A"- Scope of Services Exhibit "B"-Fee Schedule (Master Agreement) Exhibit "C"-Reimbursable Cost Schedule Exhibit "D"-Insurance Documents
Duration (in days)	through the completion of construction
Compensation	Total Cost Not to Exceed: \$ 158,670.05
Special Contract Conditions	NONE
Insurance Requirements	Professional Liability
Liquidated Damages	\$ 0 Per Day
Budget Source/Availability	42011.680536150.5663400.6881001

IN WITNESS WHEREOF, the parties hereto have executed this CSA on this ___ day of _____, 20__.

Attest:
STACY M. BUTTERFIELD

POLK COUNTY, a Political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
Chairperson
Board of County Commissioners

Date Approved by Board: _____

Review as to form and legal sufficiency
Arach N. Khan 4/23/25

County Attorney's Office Date

Attest:

WSP USA Inc. (WSP)
CONSULTANT COMPANY NAME

Hellany Jones

Corporate Secretary

Andrew J. Lynn

Authorized Corporate Officer
Andrew J. Lynn, Vice President
[Printed Name and Title]

SEAL

Date: April 2, 2025

Date: April 2, 2025

**EXHIBIT A
SCOPE OF SERVICES FOR
VAUGHN ROAD IMPROVEMENTS
CSA #22-098-04**

SCOPE OF SERVICES

WSP USA (WSP), is pleased to submit this proposal to the Polk County Roads and Drainage Division (COUNTY) for Professional Engineering Services associated with the Vaughn Road improvements.

PROJECT TITLE

Professional Engineering Services for the Vaughn Road improvements.

OBJECTIVE:

The overall objective of this proposal is to describe the scope of work and responsibilities of WSP and the COUNTY in connection with the preparation of Construction Plans, Design Documentation, Environmental Permitting, Technical Special Provisions and Technical Specifications, and a list of items and quantities to be bid ("Bid Documents") for the widening and resurfacing of Vaughn Road from Sheffield Road to the northern terminus, a length of approximately 0.34 miles.

PROJECT DESCRIPTION:

The COUNTY proposes to improve approximately 0.34 miles of Vaughn Road from Sheffield Road to the northern terminus. The existing roadway width between Sheffield Road to the northern terminus is 20 feet and the COUNTY intends to widen the roadway to 24 feet within these limits to accommodate future access associated with the County's Fire Training Facility located at 59 Vaughn Road. (Parcel 25-29-10-000000-021010).

DESIGN SERVICES AND DELIVERABLES:

Polk County is seeking the services of an Engineering Professional to prepare plans; acquire permits; develop construction specifications; and provide engineering services for the widening of Vaughn Road in accordance with the Preliminary Engineering Report (PER).

The Project shall be designed in accordance with the Florida Department of Transportation's (FDOT's) Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (commonly known as the Florida Greenbook).

WSP will prepare and submit the construction plans and bid documents to the COUNTY as listed below.

60% Design Phase Deliverables:

- PDF set of 60% construction plans
- Draft Engineer's Estimate of Probable Construction Cost
- Draft Drainage Design Documentation and Permit Exemption Application
- Draft Technical Special Provisions and Technical Specifications
- Preliminary Utility Work Schedule (UWS)
- Schedule Update
- All above items will be delivered electronically in PDF

100% Design Phase Deliverables:

- PDF set of 100% construction plans
- Final Draft of Engineer's Estimate of Probable Construction Cost
- Final Design Documentation
- SWFWMD Permit Exemption
- Final Technical Special Provisions and Technical Specifications
- Final Draft Utility Work Schedule (UWS)
- Final Bid Documents (Pay Item Summary)

The final submittal will convey ALL Final Deliverables. Prior to WSP submitting final signed and sealed plans and bid documents, one electronic copy of the plans will be issued to the COUNTY'S Project Manager to verify previous comments were addressed.

Final Deliverables:

- One thumb drive or digital download with CADD design files and PDF's of Final construction plans (signed and sealed)
- Final Technical Special Provisions (signed and sealed)
- Final Bid Documents
- Final Utility Work Schedule (signed)
- Final Engineer's Estimate of Probable Construction Cost

PROJECT LOCATION



TASK 1: GENERAL TASKS

Contract Maintenance

WSP will provide contract maintenance and project documentation during the duration of the contract. Includes complete setup and maintenance of files, electronic folders, and documents, developing monthly invoices and progress reports, schedule updates, and compilation/submittal of project documentation.

Project Meetings

WSP will attend one (1) in-person Project Kickoff meeting with the COUNTY and conduct informal telephone meetings on an as needed basis.

WSP will attend two (2) progress meetings with the COUNTY; one (1) progress meeting following the COUNTY'S review of the 60% submittal (Phase II); one (1) progress meeting following the COUNTY'S review of the 100% design phase (Phase IV) submittal.

WSP will provide meeting minutes for review and approval to the COUNTY. The task also includes attendance at monthly virtual progress meetings with the County site development consultant.

Coordination

WSP will coordinate with all relevant agencies, including but not limited to the following agencies:

- Southwest Florida Water Management District (SWFWMD); and
- Dewberry, Inc.

WSP will perform project management duties necessary to coordinate project tasks with the COUNTY, develop and adhere to a project schedule, submit monthly invoices, and attend two in-person progress coordination meetings with the COUNTY.

Deliverables:

- Project Schedule (PDF format).
- Monthly Invoices (Hard copy via FedEx and PDF via email).

TASK 2: DESIGN ANALYSIS

Horizontal/Vertical Master Design Files:

WSP will analyze and document the roadway design in accordance with all the latest applicable manuals, guidelines, Polk County Standard Details, handbooks, procedures, and technical specifications. Applicable standards, manuals, and handbooks for this project are shown below:

- FDOT Design Manual (latest edition);
- FDOT Standard Plans (latest edition);
- FDOT Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways ("Florida Greenbook");
- AASHTO – A Policy for Geometric Design of Highways and Streets;
- Polk County Standard Details; and
- Polk County Land Development Code.

The horizontal alignment or plan portion shall include: the entire mainline baseline and/or centerline of construction with the proposed widening, existing topography, existing and proposed right-of-way limits; begin and end transitions, begin and end project limits, and geometric parameters. The plan scale shall be 1" = 40'.

There are two modular rubber speed tables located along Vaughn Rd. in existing condition. It is recommended that these speed tables are upgraded from modular rubber to asphalt.

Typical Section

The typical section for the proposed improvements includes widening 4-foot to the west side of Vaughn Road to establish two 12-foot travel lanes and shifting the existing crown of the roadway 2-feet to the west via overbuild for Segment 1 (Sheffield Road to just north of Kensington View Boulevard). This section also includes the complete reconstruction of the pavement for Segment 2 (just north of Kensington View Boulevard to northern terminus of Vaughn Road) and shifting the existing crown west to match the new crown location in Segment 1. Northbound travel lane will be milled and resurfaced with 1.5" of pavement.

This typical section is in accordance with the recommended build alternative No. 2 as documented in the Preliminary Engineering Report.

Design Documentation

WSP must submit a request for variance for design criteria not conforming to the minimum Florida Greenbook requirements. All required Design Variations will be submitted in a short memo format (one page or less) for the COUNTY'S approval. Anticipated Design Variations: Lateral Offset.

Survey

Provided by the COUNTY.

Cross Section Design Files:

WSP shall establish and develop cross-sections design files in accordance with the Civil3D CADD manual, FDOT Plans Preparation manual, and COUNTY standards. Assume sections every 50 feet for earthwork. WSP shall provide cross sections of all existing driveways. Assume cross sections are needed along the project corridor, approximately 1,795 feet at 50-foot cross sections. Existing and proposed utilities will be shown within the cross sections.

Right-of-Way Acquisition and Temporary Construction Easement Support:

WSP will evaluate possible (ROW) temporary construction easement (TCE) acquisition. WSP will prepare sketches and descriptions necessary for execution of any agreements. The plans will not incorporate use of any license agreement, or TCE until it has been acquired by the COUNTY.

Engineer's Estimate & Quantities:

WSP shall prepare an opinion of probable construction costs for the construction of the project. WSP shall utilize existing cost data available from the COUNTY and/or FDOT historical item cost average construction costs for Market Area 08 (includes Polk County).

WSP shall prepare bid documents with bid quantities for all bid items which comprise the project design. Bid items must include reference to applicable COUNTY & FDOT Measurement and Payment items. Bid proposal sheets to be included in the contract documents shall be prepared by the COUNTY based on WSP'S bid documents and submitted as follows.

- Preliminary bid quantities and opinion of probable construction costs shall be submitted with the 60% design review submittal.

- 100% bid quantities and opinion of probable construction costs shall be submitted with the 100% design review submittal.
- Final bid quantities and opinion of probable construction costs shall be submitted with the Final (signed and sealed) submittal.

Estimated Quantities Report (EQR), Summary of Quantities Sheets or Quantity Computation Books are not required.

Right of Way Cost Estimates

To be completed by the COUNTY.

Field Reviews:

WSP shall conduct one (1) site review prior to the 60% plans submittal and shall conduct one (1) additional site review prior to 100% plans submittal.

Driveway Harmonization:

WSP shall develop half sections for driveways along the project within the COUNTY'S right-of-way which must be modified in order to accommodate the proposed widening. The half sections at the modified driveways will ensure the driveway connection can meet FDOT Design Standards and tie into the existing right-of-way. There are approximately nineteen (19) total private driveways that will require reconstruction to accommodate the proposed widening.

Drainage Analysis/Documentation:

Stormwater runoff from the crowned roadway will continue to drain to the respective shoulder areas. The proposed roadway widening will add a 4-foot-wide strip of additional pavement to the western portion of the roadway. Drainage impacts due to the widening are not anticipated. Drainage flows will infiltrate into the ground as they currently do in existing conditions. There are no proposed improvements to the stormwater conveyance system.

Using the work performed under the Preliminary Engineering Report (PER), WSP will prepare drainage design documentation to support the project's Southwest Florida Water Management District (SWFWMD) Permit Exemption application.

Signing & Pavement Marking:

WSP must prepare the Signing & Pavement Marking Design file to include all necessary design elements and all associated reference files.

The existing centerline of Vaughn Road is a 6" yellow 10-30 skip. For the proposed improvements, the centerline will remain a 6" yellow 10-30 skip. A 6" white edge line will also be provided.

TASK 3: PROJECT PLANS PREPARATION

Construction Plans:

WSP shall prepare all plans necessary for construction. These plans shall be in accordance with the FDOT Greenbook (2018) and COUNTY standards and shall include the following (Scale; 1"=40')

- Key Sheet
- Signature Sheet
- Summary of Quantities
- Typical Section Sheets
- Typical Section Details
- General Notes
- Plan & Profile Sheets
- Special Detail Sheets
- Cross Sections
- Driveway Sections
- Signing and Pavement Marking Sheets
- Erosion Control
- Utility Adjustment Sheets
- Maintenance of Traffic Sheets

Deliverables:

- 60% Construction Plans
- 100% Construction Plans
- Final Construction Plans (signed and sealed)

TASK 4: UTILITY COORDINATION

Utility Coordination – WSP is responsible for coordinating its design work with the public and private utility agencies and companies having existing and/or planned facilities within the limits of the project.

WSP must provide the Utility Agent Owner's (UAO)'s project plans and/or CADD files at the 60% and Final design phase, as drafted by WSP. In the event that the project files are larger than UAO's email servers allow (Generally 10MB), WSP may be responsible for electronic plan and/or CADD file transfer as directed by the COUNTY. The COUNTY's and WSP's utility coordination responsibilities may continue throughout the design process to assist with resolving potential utility conflicts.

Utility Adjustment Plans – WSP must prepare utility adjustment sheets as part of the plan set to show existing public and private utilities to remain, detail design of utilities to be Relocated and utilities to be removed. Utility adjustment plans must be prepared on screened reproducible copies of the plan and cross section sheets (if applicable). The 60% design review submittal must include all existing utilities drawn on the plans and cross section sheets. WSP is to identify all potential conflicts based on the information provided by the utility agencies and companies and horizontal and vertical field investigations. The Final design review submittal must include final utility adjustment plans that reflect the final disposition of all public and private utilities.

WSP must coordinate with the COUNTY and utility agencies to determine areas of apparent potential conflict and confirm whether or not a conflict exists and degree of conflict. A utility matrix itemizing utility conflicts by company, must be prepared by the WSP, and provided to each utility located on the project. Four weeks, on an average, must be allowed for the utility agencies to respond with their color-coded plans submittal.

Final Agreements to Utilities (Final Plans) – WSP must transmit the necessary documents and plans to each utility company/agency as required. One complete set of plans and one partial set of plans (Key Sheet, Typical Section, Plan, Profile and Utility Adjustment Sheets) must be furnished to each involved utility agency.

Review and Acceptance – The ENGINEER must be responsible for making all necessary reviews and acceptance of utility related materials.

Certification – WSP must certify the following:

All utility negotiations (full execution of each agreement, technical special provisions written by utility company/agency, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required for proper coordination with the physical construction schedule.

OR

An on-site inspection was made and no utility relocation work must be involved (and No Conflict Letter provided by the applicable utility company/agency).

OR

Plans were sent to the utility companies/agencies and no relocation/adjustments are required (and No Conflict Letter provided by the applicable utility company/agency).

Deliverables:

- 60% plans and letter to all UAOs
- Utility Conflict Matrix
- Final plans and letter to all UAOs
- Draft Utility Work Schedules
- Final Utility Work Schedules (signed) and/or No Conflict Letters

TASK 5: PERMITTING

WSP is responsible for preparing a Southwest Florida Water Management District (SWFWMD) Permit Exemption application and securing SWFWMD Exemption Permit.

COMPENSATION

WSP will perform the services described herein for a not-to-exceed fee of **\$158,670.69** as outlined in **Exhibit B-1** and summarized below:

TASK	
Task 1: General Tasks	\$29,730.59
Task 2: Design Analysis	\$99,872.52
Task 3: Project Plans Preparation	\$21,722.24
Task 4: Utility Coordination	\$6,263.88
Task 5: Permitting	\$685.13
Expenses	\$395.69
Total:	\$158,670.05

SCHEDULE

WSP will provide the above Scope of Services and initiate the work upon the Notice to Proceed from Polk County with an estimated schedule of 300 days. A task-specific schedule will be established upon Notice to Proceed and maintained through the duration of the Project. The project schedule may be modified due to circumstances that arise during the execution of the work if mutually agreed to by WSP and the COUNTY Project Manager.

COMPENSATION

Invoices will be submitted monthly as applicable, based upon the actual services performed, and expenses incurred as of the invoice date. If additional efforts become necessary during the performance of the assignment, WSP will immediately advise the COUNTY of any budget revisions.

This proposal is good for 30 days or the contract end date whichever is sooner. The terms and conditions of the Master Consulting Agreement (2022-098) dated October 4, 2022, between WSP USA, Inc. (WSP) and Polk County are incorporated by reference.

Sincerely,
WSP USA



POLK COUNTY RFP 22-242

	Dir Labor	OH	FCCM	OM	Multiplier
Field	100%	97.84%	0.210%	45%	2.43
Home	100%	129.19%	0.210%	45%	2.74

Classification	Direct Labor Rate	Loaded Rate
Chief Designer	\$86.01	\$235.67
Chief Engineer	\$100.54	\$275.48
Chief Environmental Consultant	\$81.60	\$223.58
Chief Planner	\$105.17	\$288.17
Chief Utility Coordinator	\$72.12	\$197.61
Designer	\$43.08	\$118.04
Engineer	\$58.66	\$160.73
Engineering Intern	\$45.60	\$124.94
Environmental Consultant	\$38.66	\$105.93
Hazardous Materials Consultant	\$37.03	\$101.46
Planner	\$33.16	\$90.86
Project Engineer	\$68.99	\$189.03
Project Manager	\$90.97	\$249.26
Project Planner	\$56.55	\$154.95
Secretary/Clerical	\$30.83	\$84.47
Senior Designer	\$61.00	\$167.14
Senior Engineer	\$86.62	\$237.34
Senior Hazardous Materials Consultant	\$56.07	\$153.63
Senior Planner	\$69.95	\$191.66
CEI Inspector	\$24.00	\$58.32
CEI Project Administrator	\$67.98	\$165.19
CEI Assistant Project Administrator	\$44.37	\$107.82

Fran McAskill
Director
Procurement Division



330 West Church Street
P.O. Box 9005, Drawer AS05
Bartow, Florida 33831-9005
Phone: (863) 534-6757
Fax: (863) 534-6789
www.polk-county.net

EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

1. **Reproduction Cost**

A.	Regular Copying	Single Side	Double Sided
	8 ½ x 11 (black & white).....	\$ 0.15/page	\$ 0.25/sheet
	8 ½ x 11 (color).....	\$ 0.30/page	\$ 0.40/sheet
	8 ½ x 14 (black & white).....	\$ 0.15/page	\$ 0.25/sheet
	8 ½ x 14 (color).....	\$ 0.30/page	\$ 0.40/sheet
	11 x 17 (black & white).....	\$ 0.25/page	\$ 0.35/sheet
	11 x 17 (color).....	\$ 0.40/page	\$ 0.50/sheet
	9 ½ x 24 Single Side Only.....	\$ 1.00/page	
	17 x 22 Single Side Only.....	\$ 2.00/page	
	18 x 24 Single Side Only.....	\$ 2.00/page	
	24 x 36 Single Side Only.....	\$ 3.00/page	
	30 x 30 Single Side Only.....	\$ 5.00/page	
	32 x 34 Single Side Only.....	\$ 5.00/page	
	Other sizes-per square inch.....	\$ 0.03/page	
	Compact Digital Disk	\$ 6.00/disk	
B.	Blueprint Copy		\$10.00/page

2. **Subcontractor Services (No markup permitted)** Actual Costs

3. **Special Consultants (No markup permitted)** Actual costs

4. **Computer Services** Non-reimbursable

5. **Travel Expenses** In accordance with Chapter 112.061, F.S.;
and further defined in the Polk County Employee Handbook.

6. **Postage, Fed Express, UPS** Actual Costs

7. **Pre-approved Equipment**
(includes purchase and rental of equipment used in project) Actual Costs

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT
COUNTY CSA NO. 22-098-04

Name of Project: Vaughn Road Design and Permitting
 County: Polk County
 FPN: XXXXXXXX
 EAP No.: 1/01/900

Consultant Name: WSP USA, Inc.
 Consultant No.: eren_consultants_proj_number
 Date: 4/7/2025
 Estimator: Anderson

Staff Classification	Hours From SH Firm	Survey Field Days by Subconsultant												SH By	Activity	Salary Cost By	Average Rate Per
		Chief Engineer	Project Manager	Chief Designer	Project Engineer	Designer	Sec/Clerical	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12				
1. Project Common and Project General Tasks	133	3	95	15	0	28	0	0	0	0	0	0	0	0	133	\$29,731	\$223.54
4. Roadway Analysis	372	7	49	249	41	0	0	0	0	0	0	0	0	0	372	\$33,643	\$224.85
5. Roadway Plans	107	1	10	11	70	13	0	0	0	0	0	0	0	107	\$20,363	\$180.31	
6a. Drainage Analysis	59	1	8	40	8	4	0	0	0	0	0	0	0	59	\$13,303	\$225.47	
7. Utilities	33	0	4	3	21	5	0	0	0	0	0	0	0	33	\$6,264	\$189.81	
8. Environmental Permits and Env. Clearances	4	0	0	0	3	1	0	0	0	0	0	0	0	4	\$695	\$171.28	
18. Signing & Pavement Marking Plans	13	0	2	9	1	1	0	0	0	0	0	0	0	13	\$2,927	\$225.12	
20. Signing & Pavement Marking Plans	7	0	1	1	4	1	0	0	0	0	0	0	0	7	\$1,359	\$194.18	
Total Staff Hours	728	12	169	328	146	53	0	0	0	0	0	0	0	728	\$169,274.36	\$217.41	
Total Staff Cost		\$3,305.76	\$42,124.94	\$77,298.78	\$27,598.38	\$6,236.12	\$1,689.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$158,274.36	\$158,274.36	

- Notes:
1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
 2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

SALARY RELATED COSTS:			
OVERHEAD:	0%		\$0.00
OPERATING MARGIN:	0.00%		\$0.00
FCM (Facilities Capital Cost Margin):	0.25%		\$393.89
EXPENSES:			
Survey (Field - If by Prime)	4-person crew	\$	/day
SUBTOTAL ESTIMATED FEE:			\$158,670.05
Optional Services			\$0.00
GRAND TOTAL ESTIMATED FEE:			\$158,670.05

Project Activity 3: General Tasks

Estimator: Anderson

Vaughn Road Design & Permitting
XXXXXXXXXX

Representing		Print Name		Signature / Date	
Polk County					
WSP USA					

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	1	0	0	
3.1.2	Notifications	LS	1	0	0	
3.1.3	Preparing Mailing Lists	LS	1	0	0	
3.1.4	Median Modification Letters	LS	1	0	0	
3.1.5	Driveway Modification Letters	LS	1	0	0	To be completed by County
3.1.6	Newsletters	LS	1	0	0	
3.1.7	Renderings and Fly Throughs	LS	1	0	0	
3.1.8	PowerPoint Presentation	LS	1	0	0	
3.1.9	Public Meeting Preparations	LS	1	0	0	
3.1.10	Public Meeting Attendance/Followup	LS	1	0	0	
3.1.11	Other Agency Meetings	LS	1	0	0	
3.1.12	Web Site	LS	1	0	0	
3.1 Public Involvement Subtotal					0	
3.2	Joint Project Agreements	EA	0	0	0	
3.3	Specifications & Estimates					
3.3.1	Specifications Package Preparation	LS	1	40	40	Using County template, preparing Draft and Final Specifications
3.3.2	Estimated Quantities Report Preparation	Report Components	0	0	0	
3.4	Contract Maintenance and Project Documentation	LS	1	44	44	Initial Set Up at 20 hours at 2 hours per month at 12 months; includes preparation of monthly progress report and invoicing
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	1	40	40	See listing below
3.7	Plans Update	LS	1	0	0	

Project Activity 3. General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.8	Post Design Services	LS	1	0	0	To be completed under separate task work order
3.9	Digital Delivery	LS	1	3	3	1 hour per phase submittal (3 total)
3.10	Risk Assessment Workshop	LS	1	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	1	0	0	
3.11.1	Aeronautical Evaluation	LS	1	0	0	
3.12	Landscape and Existing Vegetation Coordination	LS	1	0	0	
3.13	Other Project General Tasks	LS	1	6	6	Development and maintenance of project schedule
3. Project Common and Project General Tasks Total					133	
3.6 - List of Project Manager Meetings						
Roadway Analysis		EA	3	2	6	
Drainage		EA	0	0	0	
Selective C&G		EA	0	0	0	
Utilities		EA	0	0	0	
Environmental		EA	0	0	0	
Structures		EA	0	0	0	
Signing & Pavement Marking		EA	0	0	0	
Signalization		EA	0	0	0	
Lighting		EA	0	0	0	
Landscape Architecture		EA	0	0	0	
Survey		EA	0	0	0	
Photogrammetry		EA	0	0	0	
ROW & Mapping		EA	0	0	0	
Terrestrial Mobile LIDAR		EA	0	0	0	
Architecture		EA	0	0	0	
Noise Barriers		EA	0	0	0	
ITS Analysis		EA	0	0	0	
Geotechnical		EA	0	0	0	
Progress Meetings		EA	10	1	10	Monthly progress meetings with County PM
Phase Reviews		EA	2	12	24	2 In-person phase review meetings @ 2 ppl X 6 hrs/ppl (includes preparation, meeting and meeting minutes)
Field Reviews		EA	0	0	0	
Total Project Manager Meetings			15		40	Total PM Meeting Hours carries to Task 3.6 above

Notes:
 1. If the hours per meeting vary in length (hours) enter the average in the hour/unit column.

Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/Unit	Total Hours	Comments
2.	Do not double count agency meetings between permitting agencies.					
3.	Project manager meetings are calculated in each discipline sheet and brought forward to Column D.					

Technical Meetings	# Meetings	Travel Time (Hours)	# Meetings	Documentation
Typical Section	0	0	0	0
Payment Design	0	0	0	0
Access Management / Driveways	0	0	0	0
15% LRA and Grade	0	0	0	0
RPT / ECRS Revision	0	0	0	0
Local Governments (Cities, counties, MPO)	0	0	0	0
Work Zone Traffic Control	0	0	0	0
100/100% Comment Review Meetings	3	0	3	0
Utility Coordination	0	0	0	0
Other Meetings	0	0	0	0
Subtotal Technical Meetings	3	0	3	0
Progress Meetings (if required by FDOT)	0	0	0	0
Total Roadway Meetings	3	0	3	0

Field Reviews	# of SMT	Site Visits (per SMT)	Travel Time (per SMT)	Total Hours
Field Review #1	2	2	0	4
Field Review #2	2	2	0	4
Field Review #3	0	2	0	0
Field Review #4	0	0	0	0
Turn-in-hand Field Review	0	0	0	0
Total Field Review Hours				8

Project Activity 7: Utilities

Estimr: Vaughn Road Design and Permitting
XXXXXXXXXX

Representing	Print Name	Signature / Date
Polk County WSP USA		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
7.1	Utility Kickoff Meeting	LS	1	0	0	Meeting is listed below
7.2	Identify Existing Utility Agency Owner(s)	LS	1	0	0	Completed under PER
7.3	Make Utility Contacts	LS	1	0	0	
7.4	Exception Processing	LS	1	0	0	
7.5	Preliminary Utility Meeting	LS	1	0	0	Meeting is listed below
7.6	Individual/Field Meetings	LS	1	0	0	Meetings are listed below
7.7	Collect and Review Plans and Data from UAO(s)	LS	1	10	10	5 UAOs: 2 submittals X 1 hr/UAO = 10 hrs
7.8	Subordination of Easements Coordination	LS	1	0	0	
7.9	Utility Design Meeting	LS	1	0	0	Meeting is listed below
7.10	Review Utility Markups & Work Schedules, and Processing of Schedules & Agreements	LS	1	0	0	
7.11	Utility Coordination/Followup	LS	1	0	0	
7.12	Utility Constructability Review	LS	1	0	0	
7.13	Additional Utility Services	LS	1	8	8	Development and maintenance of utility matrix
7.14	Processing Utility Work by Highway Contractor (UWHC)	LS	1	0	0	
7.15	Contract Plans to UAO(s)	LS	1	10	10	5 UAOs: 2 submittals X 1 hr/UAO = 10 hrs
7.16	Certification/Close-Out	LS	1	5	5	5 UAOs: 1 hr/UAO = 5 hrs
7.17	Other Utilities	LS	1	0	0	
7. Utilities Total					33	

Project Activity 7: Utilities

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Kickoff (see 7.1)	EA	0	0	0			0
Preliminary Meeting (see 7.5)	EA	0	0	0			0
Individual UAO Meetings (see 7.6)	EA	0	0	0			0
Field Meetings (see 7.6)	EA	0	0	0			0
Design Meeting (see 7.9)	EA	0	0	0			0
Other Meetings (this is automatically added into Utilities Total (cell F27))	EA	0	0	0			0
Total Meetings				0	Total Project Manager Meetings (carries to Tab 3)		0

Carries to Tab 3

Project Activity 8: Environmental Permits

Estimator: Anderson

Vaughn Road Design and Permitting
XXXXXXXXXX

Representing	Print Name	Signature / Date
Polk County WSP USA		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
Environmental Permits and Environmental Clearances						
8.1	Preliminary Project Research Permits	LS	1	0	0	
8.2	Field Work					
8.2.1	Pond Site Alternatives	per pond site	0	0	0	
8.2.2	Establish Wetland Jurisdictional Lines and Assessments	LS	1	0	0	
8.2.3	Species Surveys	LS	1	0	0	
8.3	Agency Verification of Wetland Data	LS	1	0	0	
8.4	Complete And Submit All Required Permit Applications					
8.4.1	Complete and Submit All Required Wetland Permit Applications	LS	1	0	0	
8.4.2	Complete and Submit All Required Species Permit Applications	LS	1	4	4	Exemption Application
8.5	Coordinate and Review Dredge and Fill Sketches	LS	1	0	0	
8.6	Complete and Submit Documentation for Coordination and/or USCG Bridge Permit Application					
8.6.1	Prepare and submit required documents for USCG coordination	LS	1	0	0	
8.6.2	Complete and submit USCG Bridge Application	LS	1	0	0	
8.7	Prepare Water Management District or Local Water Control District Right of Way Occupancy Permit Application	LS	1	0	0	
8.8	Prepare Coastal Construction Control Line (CCCL) Permit Application	LS	1	0	0	
8.9	Prepare USACE Section 408 Application to Alter a Civil Works Project	LS	1	0	0	
8.10	Compensatory Mitigation Plan	LS	1	0	0	
8.11	Mitigation Coordination and Meetings	LS	1	0	0	
8.12	Regulatory Agency Support	LS	1	0	0	

Project Activity 8: Environmental Permits

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments	PM Attendance at Meeting Required?	Number
8.13	Other Environmental Permits	LS	1	0	0			
Environmental Clearances, Reevaluations, and Technical Support								
8.14	Technical support to the Department for Environmental Clearances and Reevaluations (use when consultant provides technical support only)							
8.14.1	NEPA or SEIR Reevaluation	LS	1	0	0			
8.14.2	Archaeological and Historical Resources	LS	1	0	0			
8.14.3	Section 4(f), 6(f), and ARC	LS	1	0	0			
8.14.4	Wetland Impact Analysis	LS	1	0	0			
8.14.5	Essential Fish Habitat Impact Analysis	LS	1	0	0			
8.14.6	Protected Species and Habitat Impact Analysis	LS	1	0	0			
8.15	Preparation of Environmental Clearances and Reevaluations (use when consultant prepares all documents associated with reevaluation)							
8.15.1	NEPA or SEIR Reevaluation	LS	1	0	0			
8.15.2	Archaeological and Historical Resources	LS	1	0	0			
8.15.3	Section 4(f), 6(f), and ARC	LS	1	0	0			
8.15.4	Wetland Impact Analysis	LS	1	0	0			
8.15.5	Essential Fish Habitat Impact Analysis	LS	1	0	0			
8.15.6	Protected Species and Habitat Impact Analysis	LS	1	0	0			
Contamination Analysis								
8.16	Contamination Impact Analysis	LS	1	0	0			
8.17	Asbestos Survey	LS	1	0	0			
Environmental Permits and Environmental Clearances/Reevaluations Technical Subtotal					4			
8.18	Technical Meetings	LS	1	0	0	Meetings are listed below		
8.19	Quality Assurance/Quality Control	LS	%	0%	0			
8.20	Supervision	LS	%	0%	0			
Environmental Permits and Environmental Clearances Nontechnical Subtotal					0			
8.21	Coordination	LS	%	0%	0			
8. Environmental Permits and Environmental Clearances Total					4			
Technical Meetings		Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number

Project Activity 8: Environmental Permits

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments	
WMID		EA	0	0	0		0
NMFS		EA	0	0	0		0
USACE		EA	0	0	0		0
USCG		EA	0	0	0		0
USFWS		EA	0	0	0		0
FFWCC		EA	0	0	0		0
FDOT		EA	0	0	0		0
Other Meetings		EA	0	0	0		0
Subtotal Technical Meetings						Subtotal Project Manager Meetings	0
Progress Meetings (if required by FDOT)						PM attendance at Progress Meetings is manually entered on General Task 3	--
Phase Review Meetings						PM attendance at Phase Review Meetings is manually entered on General Task 3	--
Total Meetings						Total Project Manager Meetings (carries to Tab 3)	0

Project Activity 19: Signing and Pavement Marking Analysis

Estimator: Anderson

Vaughn Road Design and Permitting
XXXXXXXXXX

Representing	Print Name	Signature / Date
Polk County		
WSP USA		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/Units	Total Hours	Comments
19.1	Traffic Data Analysis	LS	1	0	0	
19.2	No Passing Zone Study	LS	1	0	0	
19.3	Signing and Pavement Marking Master Design File	LS	1	8	8	Master design file
19.4	Multi-Post Sign Support Calculations	EA	1	0	0	
19.5	Sign Panel Design Analysis	EA	1	0	0	
19.6	Sign Lighting/Electrical Calculations	EA	1	0	0	
19.7	S&PM Quantities for EQ Report	Length (Miles) 0.34 Complexity Low Range Interchanges Rest Areas 0		Calculated Hours 15	0	Quantities
19.8	Cost Estimate	LS	1	3	3	Development of engineer estimates 3 total (60/100/Final)
19.9	Technical Special Provisions and Modified Special Provisions	LS	1	0	0	
19.10	Other Signing and Pavement Marking	LS	1	0	0	
Signing and Pavement Marking Analysis Technical Subtotal				11		
19.11	Field Reviews	LS	1	0	0	
19.12	Technical Meetings	LS	1	0	0	Meetings are listed below
19.13	Quality Assurance/Quality Control	LS	%	5%	1	
19.14	Independent Peer Review	LS	%	0%	0	
19.15	Supervision	LS	%	5%	1	
Signing and Pavement Marking Analysis Nontechnical Subtotal				2		
19. Signing and Pavement Marking Analysis Total				13		
19.16	Coordination	LS	%	0%	0	

Project Activity 19: Signing and Pavement Marking Analysis

Task No.	Task	Units	No. of Units	Hours/ Unit	Total Hours	Comments		Number
						Comments	PM Attendance at Meeting Required?	
Technical Meetings								
	Sign Panel Design	EA	0	0	0			0
	Queue Length Analysis	EA	0	0	0			0
	Local Governments (cities, counties)	EA	0	0	0			0
	Other Meetings	EA	0	0	0			0
	Subtotal Technical Meetings				0			0
	Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3		--
	Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3		--
	Total Meetings				0	Total Project Manager Meetings (carries to Tab 3)		0

Carries to 19.12

Carries to Tab 3

Task No.	Task	Project Parameter			Staff Hours			Documentation
		Description	Units	Complexity	Calculated	Department	Commitment	
20.1	Key Sheet				0		0	
20.2	General Note/Day/Item Notes				0		0	
20.3	Project Layout				0		0	
20.4	Plan Sheet	Length (feet)	0.34	Low	5		5	Plan sheets
		Sq. Feet			0		0	
		Mid-Block Xing			0		0	
		Interchange			0		0	
		Roundabout			0		0	
		Front Area			0		0	
		Tot. Facility			0		0	
20.5	Signal Details	Details			0		0	
		Sample			0		0	
		Standard			0		0	
		Complex			0		0	
20.6	Service Point Details	Service Point			0		0	
		Sample			0		0	
		Standard			0		0	
20.7	Guide Sign Data	Sign Panel			0		0	
		Multi-panel			0		0	
		Signs			0		0	
20.8	Core Sections (Sign Installations)	Overhead Sign Structure			0		0	
		Standard			0		0	
		Complex			0		0	
		S&PM Plans Technical Hours Subtotal:			5		5	
		S&PM Plans Total:			7		7	
20.9	Quality Assurance/Quality Control	%	1	5%	1		0	
20.10	Supervision	%	1	5%	1		0	

20. Signing and Pavement Marking Plans Staff Hours

Weighted Road Length and Permitting

XXXXXXXXXX



Polk County
Board of County Commissioners

Agenda Item R.22.

5/20/2025

SUBJECT

Adopt a Resolution Setting Speed Limits on Caloosa Ridge Avenue, Caloosa Ridge Trail and Caloosa Ridge Way, within the Caloosa Ridge Subdivision near Babson Park. (\$537.41 one-time expense)

DESCRIPTION

The Roads & Drainage Division received a request from a citizen to consider speed limit postings within Caloosa Ridge. In researching the request, the Roads & Drainage Division discovered that a Resolution establishing a speed limit for Caloosa Ridge Avenue, Caloosa Ridge Trail and Caloosa Ridge Way could not be located and may not exist. Caloosa Ridge is located in the Babson Park area in S-29, T-30S, R-28E, and its roads classified as Local Residential.

Staff conducted traffic studies within Caloosa Ridge as outlined in FS 316.189, and investigated the five-year crash history. Based on the research, it was determined that postings of 25 M.P.H. are reasonable for these roads. To comply with statutory requirements, it is necessary for the Board to adopt a Resolution establishing the proposed speed limits.

RECOMMENDATION

Request Board adopt the associated Resolution to establish the proposed speed zones for Caloosa Ridge Avenue, Caloosa Ridge Trail and Caloosa Ridge Way. Cost for installation of signs is estimated at \$537.41.

FISCAL IMPACT

Funds are budgeted in the FY 24/25 Transportation Millage Fund.

CONTACT INFORMATION

Amy J. Gregory, P.E.
Traffic Manager
(863) 535-2200

Jay M. Jarvis, P.E.
Roads & Drainage Division Director
(863) 535-2200

RESOLUTION NO.: _____

WHEREAS the Polk County Roads & Drainage Division conducted speed studies on the following County maintained Local Residential roads:

Caloosa Ridge Avenue (Road Number 082919); from Caloosa Ridge Terrace to Caloosa Drive, and

Caloosa Ridge Terrace (Road Number 082918); from Dead End South to Dead End North, and

Caloosa Ridge Way (Road Number 082920); from Dead End South to Caloosa Ridge Avenue, 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 postings of 25 M.P.H. are reasonable, and

WHEREAS under the laws of the State of Florida, the Board of County Commissioners is vested with the authority to establish speed limits on County maintained roads,

NOW, THEREFORE, BE IT RESOLVED that the Polk County Roads & Drainage Division is herewith directed to cause Caloosa Ridge Avenue to be posted 25 m.p.h. from Caloosa Ridge Terrace to Caloosa Drive, and Caloosa Ridge Terrace to be posted 25 m.p.h. from Dead End South to Dead End North, and Caloosa Ridge Way to be posted 25 m.p.h. from Dead End South to Caloosa Ridge Avenue.

DATED this 20th day of May 2025.

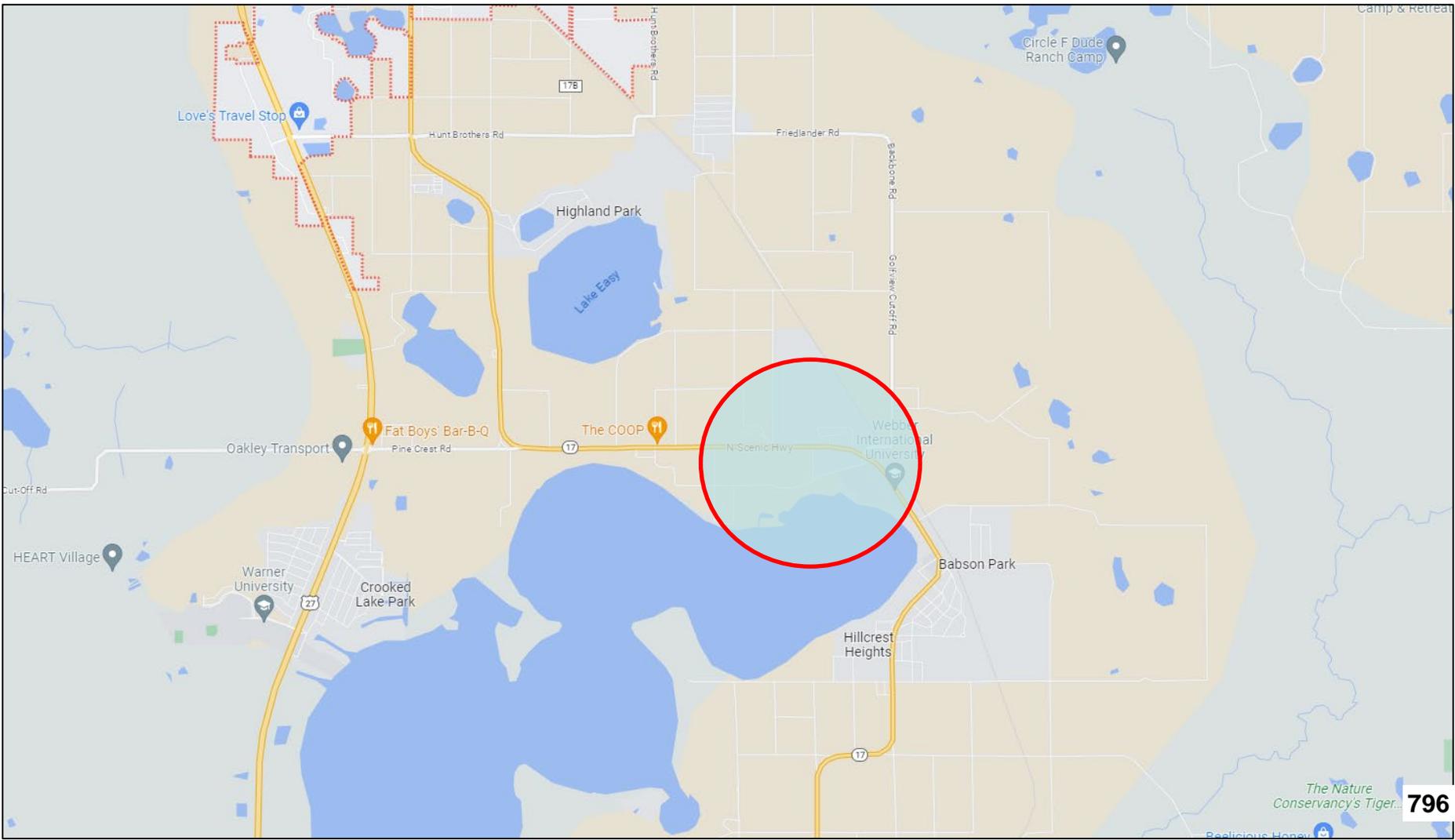


N.T.S.

Caloosa Ridge Sub (Babson Park Area)

Request for Speed Limit Posting

Vicinity Map



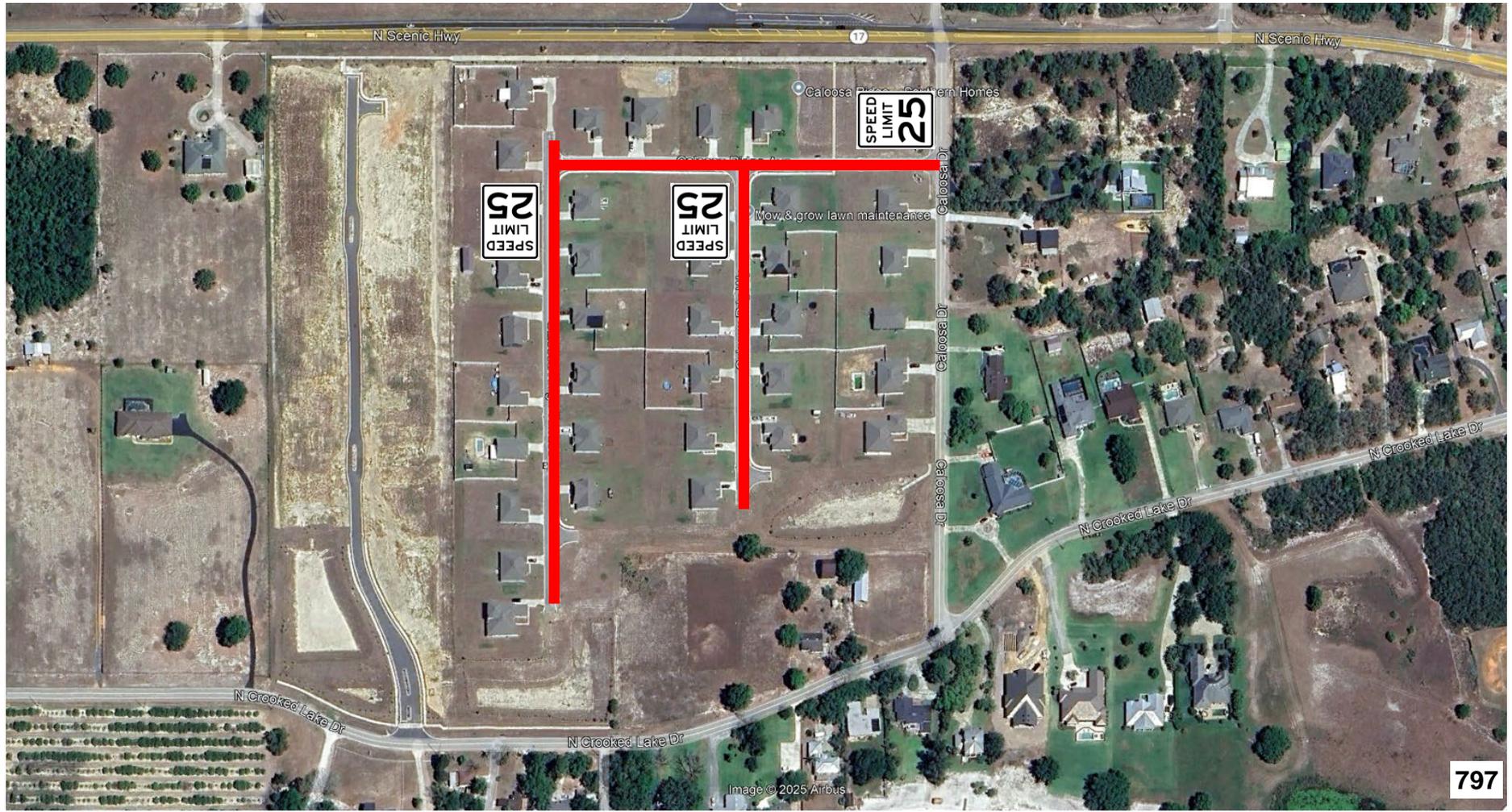
N



N.T.S.

Caloosa Ridge Sub (Babson Park Area)

Request for Speed Limit Posting





**ROADS & DRAINAGE DIVISION
SPEED STUDY**

ROAD DESCRIPTION

Road Name	Caloosa Ridge Avenue		Road Number	092819	
Section	28	Township	30 S	Range	29 E
Commission District	2	Maintenance Unit	R6	Functional Classification	LR
From	Caloosa Ridge Ter	Node	N/A	Mile Post	N/A
To	Caloosa Dr	Node	N/A	Mile Post	N/A

REASON FOR RESOLUTION

Customer Service Request #	72405	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 25 MPH speed limit is appropriate for roads in the Caloosa Ridge Subdivision.					

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	Excellent
Number of Intersections	3	Sight Distance of Intersections	Adequate		
Number of Driveways	4	Sight Distance of Driveways	Adequate		
Number of Stop Signs	2	Number of Signals	0		

SPEED LIMIT INFORMATION

Current Speed Limit Posting (M.P.H.)	None			
Proposed Speed Limit Posting (M.P.H.)	25			
From	Caloosa Ridge Ter			
To	Caloosa Dr			

Notes:
Speed data was collected at one location in the subdivision. The 85th percentile speed was 27 mph. The proposed speed limit considers the 85th Percentile speed.

Review conducted by	Holly Finney & Casey Downing	Date	4/24/2025
Entered by	Steve Logan	Date	5/1/2025
Concurred/authorized by Traffic Manager	Amy J. Gregory, P.E.	Date	05/06/25
Signature			



**ROADS & DRAINAGE DIVISION
SPEED STUDY**

ROAD DESCRIPTION

Road Name	Caloosa Ridge Terrace		Road Number	092818
Section	28	Township	30 S	Range 29 E
Commission District	2	Maintenance Unit	R6	Functional Classification LR
From	Dead End South	Node	N/A	Mile Post N/A
To	Dead End North	Node	N/A	Mile Post N/A

REASON FOR RESOLUTION

Customer Service Request #	72406	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 25 MPH speed limit is appropriate for roads in the Caloosa Ridge Subdivision.					

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	Excellent
Number of Intersections	1	Sight Distance of Intersections	Adequate		
Number of Driveways	16	Sight Distance of Driveways	Adequate		
Number of Stop Signs	0	Number of Signals	0		

SPEED LIMIT INFORMATION

Current Speed Limit Posting (M.P.H.)	None			
Proposed Speed Limit Posting (M.P.H.)	25			
From	Dead End South			
To	Dead End North			

Notes:
Speed data was collected at one location in the subdivision. The 85th percentile speed was 27 mph. The proposed speed limit considers the 85th Percentile speed.

Review conducted by	Holly Finney & Casey Downing	Date	4/24/2025
Entered by	Steve Logan	Date	5/1/2025
Concurred/authorized by Traffic Manager	Amy J. Gregory, P.E.		
Signature		Date	05/06/25



**ROADS & DRAINAGE DIVISION
SPEED STUDY**

ROAD DESCRIPTION

Road Name	Caloosa Ridge Way		Road Number	092820
Section	28	Township	30 S	Range 29 E
Commission District	2	Maintenance Unit	R6	Functional Classification LR
From	Dead End South	Node	N/A	Mile Post N/A
To	Caloosa Ridge Ave	Node	N/A	Mile Post N/A

REASON FOR RESOLUTION

Customer Service Request #	72407	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 25 MPH speed limit is appropriate for roads in the Caloosa Ridge Subdivision.					

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	Excellent
Number of Intersections	1	Sight Distance of Intersections	Adequate		
Number of Driveways	11	Sight Distance of Driveways	Adequate		
Number of Stop Signs	1	Number of Signals	0		

SPEED LIMIT INFORMATION

Current Speed Limit Posting (M.P.H.)	None			
Proposed Speed Limit Posting (M.P.H.)	25			
From	Dead End South			
To	Caloosa Ridge Ave			

Notes:
Speed data was collected at one location in the subdivision. The 85th percentile speed was 27 mph. The proposed speed limit considers the 85th Percentile speed.

Review conducted by	Holly Finney & Casey Downing	Date	4/24/2025
Entered by	Steve Logan	Date	5/1/2025
Concurred/authorized by Traffic Manager	Amy J. Gregory, P.E.		
Signature		Date	05/06/25



Polk County
Board of County Commissioners

Agenda Item R.23.

5/20/2025

SUBJECT

Adopt a Resolution Setting Speed Limit on Charles Lane, near Lakeland. (\$121.23 one-time expense)

DESCRIPTION

The Roads & Drainage Division received a request from a citizen to consider a speed limit posting on Charles Lane. In researching the request, the Roads & Drainage Division discovered that a Resolution establishing a speed limit could not be located and may not exist. Charles Lane is located in the Lakeland area in S-11, T-23S, R-29E, and is classified as a Local Residential road.

Staff conducted traffic studies on Charles Lane as outlined in FS 316.189, and investigated the five-year crash history. Based on the research, it was determined that a posting of 25 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 Charles Lane. Cost for installation of signs is estimated at \$121.23.

FISCAL IMPACT

Funds are budgeted in the FY 24/25 Transportation Millage Fund.

CONTACT INFORMATION

Amy J. Gregory, P.E.
Traffic Manager
(863) 535-2200

Jay M. Jarvis, P.E.
Roads & Drainage Division Director
(863) 535-2200

RESOLUTION NO.: _____

WHEREAS the Polk County Roads & Drainage Division conducted speed studies on the following County maintained Local Residential road:

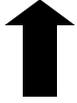
Charles Lane (Road Number 931103); from Dead End South to Dossey Road South, and

WHEREAS said studies were made in accordance with the procedures established by the State of Florida Department of Transportation, and said studies verified that a posting of 25 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 Charles Lane to be posted 25 m.p.h. from Dead End South to Dossey Road South.

DATED this 20th day of May 2025.

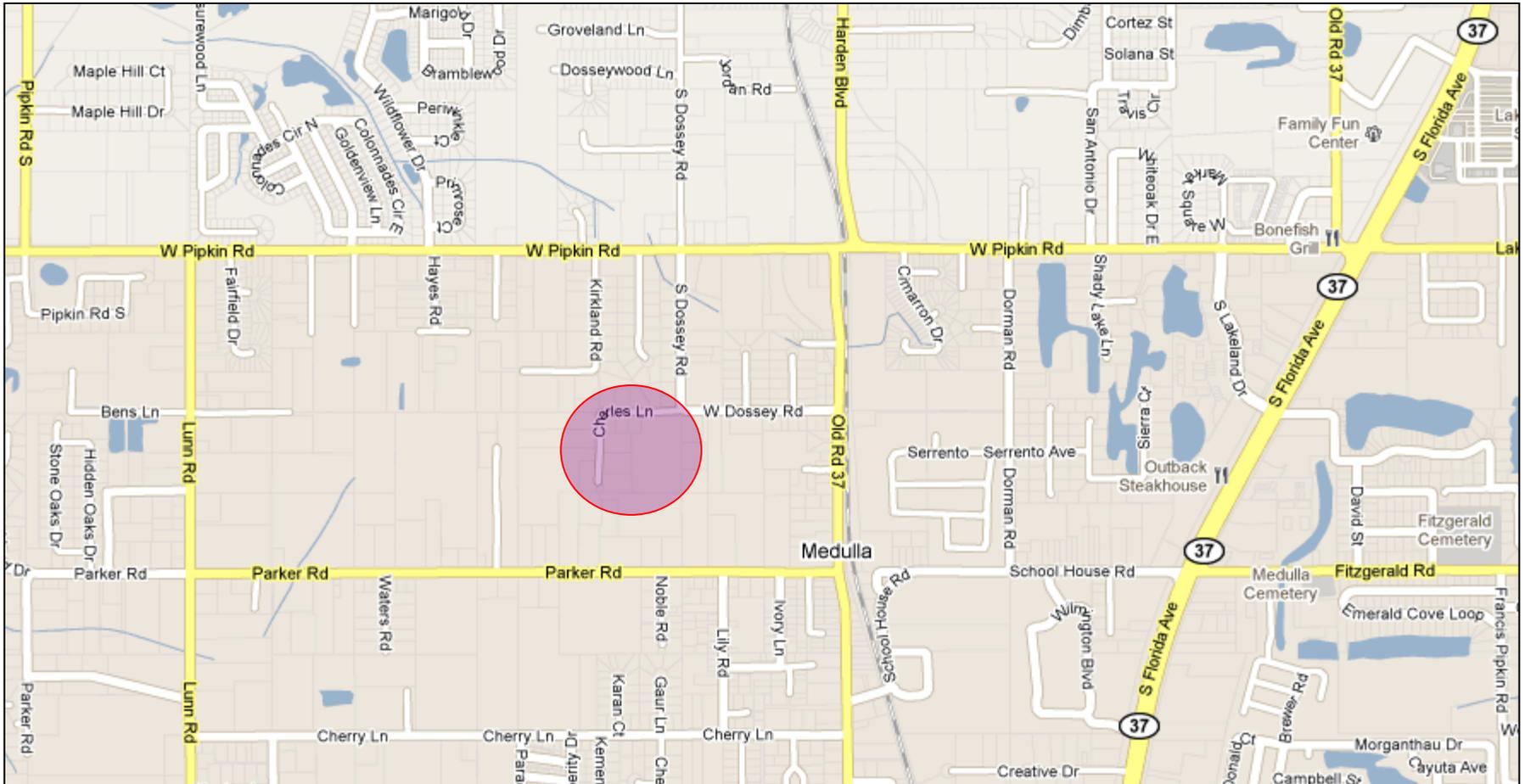


N.T.S.

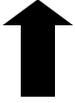
Charles Ln (Lakeland Area)

Request for Speed Limit Posting

Vicinity Map



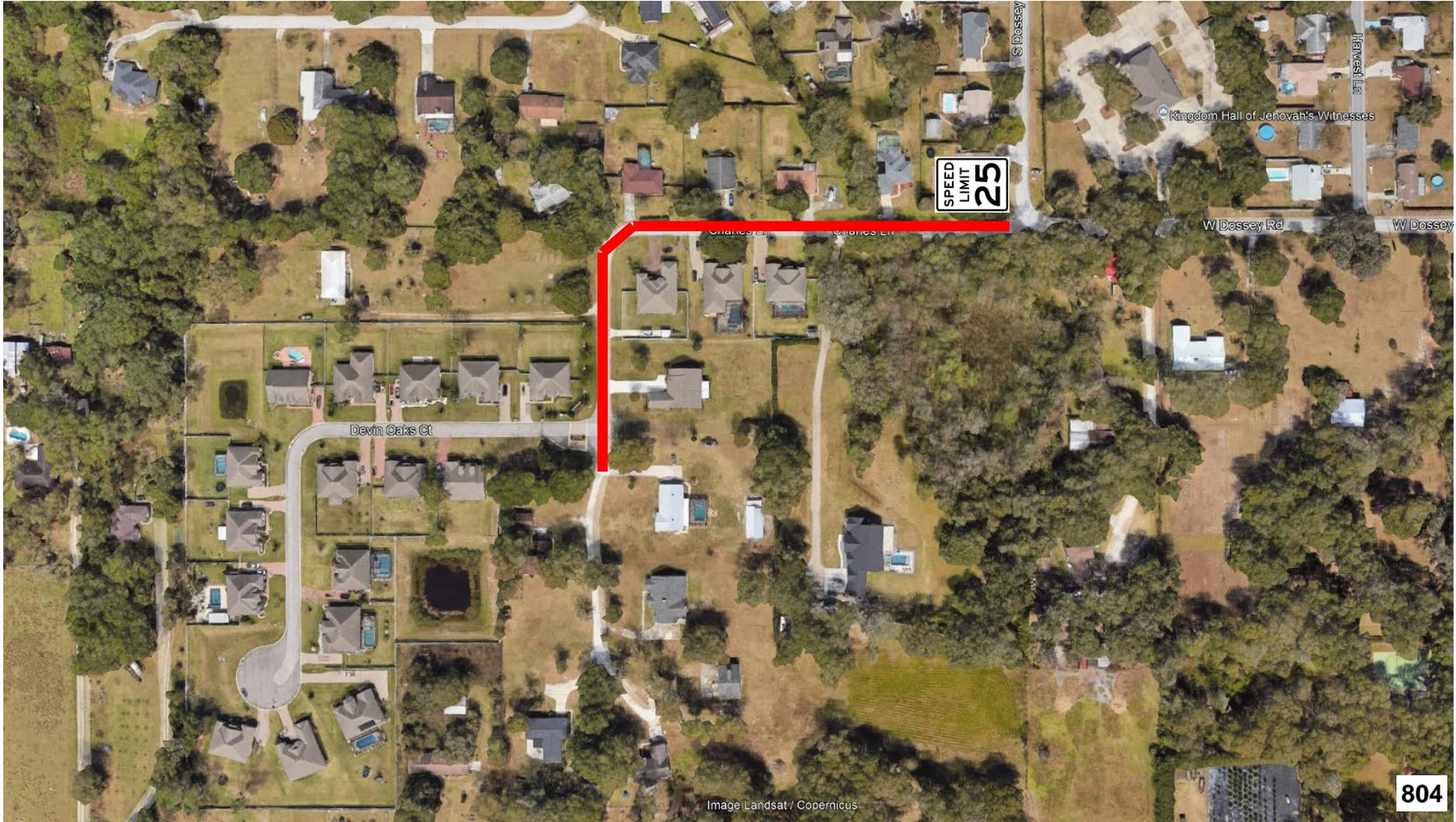
N



N.T.S.

Charles Ln (Lakeland Area)

Request for Speed Limit Posting





**ROADS & DRAINAGE DIVISION
SPEED STUDY**

ROAD DESCRIPTION

Road Name	Charles Lane			Road Number	931103
Section	11	Township	29 S	Range	23 E
Commission District	1	Maintenance Unit	R1	Functional Classification	LR
From	Dead End South	Node	N/A	Mile Post	N/A
To	Dossey Rd S	Node	N/A	Mile Post	N/A

REASON FOR RESOLUTION

Customer Service Request #	70000	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 25 MPH speed limit is appropriate for Charles Ln.

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	1
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	Excellent
Number of Intersections	2	Sight Distance of Intersections	Adequate		
Number of Driveways	13	Sight Distance of Driveways	Adequate		
Number of Stop Signs	1	Number of Signals	0		

SPEED LIMIT INFORMATION

Current Speed Limit Posting (M.P.H.)	None				
Proposed Speed Limit Posting (M.P.H.)	25				
From	Dead End South				
To	Dossey Rd S				

Notes:
Speed data was collected at one location along the roadway. The 85th percentile speed was 27 mph. The proposed speed limit considers the 85th Percentile speed.

Review conducted by	Holly Finney & Casey Downing	Date	4/24/2025
Entered by	Steve Logan	Date	5/1/2025
Concurred/authorized by Traffic Manager	Amy J. Gregory, P.E.		
Signature		Date	05/06/25



Polk County
Board of County Commissioners

Agenda Item R.24.

5/20/2025

SUBJECT

Approve recommended alignment alternative for the Thompson Nursery Road Phase II/Segment 5 Widening Project (No fiscal impact).

DESCRIPTION

Thompson Nursery Road Phase II is currently a two-lane undivided east-west urban collector located in the Central Polk County near the City of Winter Haven that will be widened to four lanes. The corridor limits of the proposed project are from Thompson Nursery Road and West Lake Ruby Drive to US 27 (approximately 2.9 miles).

On June 7, 2022, the Board approved professional service agreement #2022-041 with Kimley-Horn & Associates, Inc. (Consultant) to update the existing design for Thompson Nursery Road Phase I - Segment 1, 3 and 4 to current roadway standards and obtaining all required federal/state agency permits, to provide project bidding, construction, and right of-way acquisition support services, and an alignment study of Segment 2 for a total not-to-exceed fee of \$\$5,088,870.83.

On August 8, 2023, the Board approved professional service agreement #2022-041 Amendment #1 with the Consultant to complete an Alignment Study for Thompson Nursery Road Phase II/Segment 5 Widening Project for a total not-to-exceed fee of \$1,092,555.64.

On June 13, 2024, a Public Information Workshop was held at the Chain of Lakes Elementary School Cafeteria, 7001 County Road 653, in Winter Haven, at which all questions and comments provided by the attending public were collected and considered.

The recommended alignment was selected after the Consultant evaluated three viable alternative routes (left, right, and center) to identify the most feasible and cost-effective alternative. After considering the three alternative routes, environmental factors, costs, long range planning, and safety considerations, the recommended alignment is widened to the north side for the first 1.5-miles (from W. Lake Ruby Drive to the first horizontal curve east of Lake Ashton Boulevard) and widened to the center for the remaining 1.4-miles.

RECOMMENDATION

Request Board adopt the resolution approving the recommended alignment for the Thompson Nursery Road Phase II/Segment 5 Widening Project.

FISCAL IMPACT

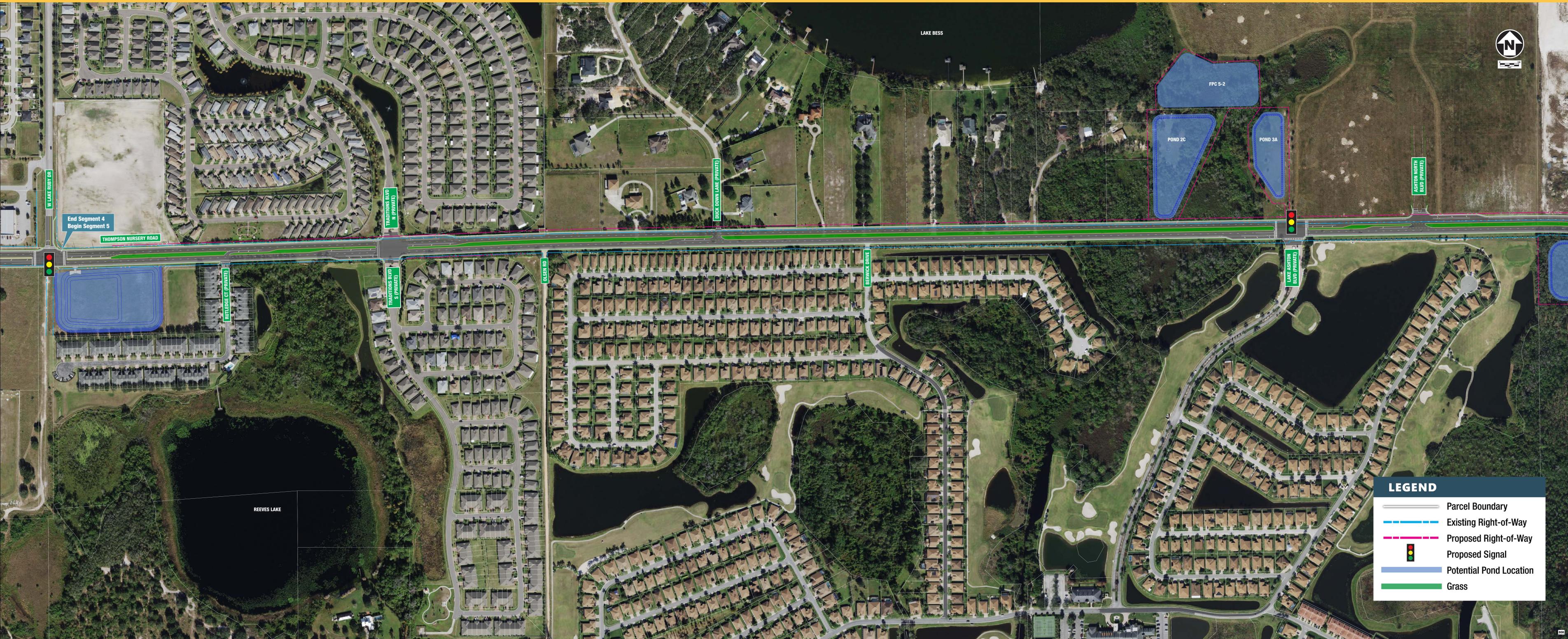
No fiscal impact with approval of the recommended alignment.

CONTACT INFORMATION

Jose Fernandez, Engineer, E.I.

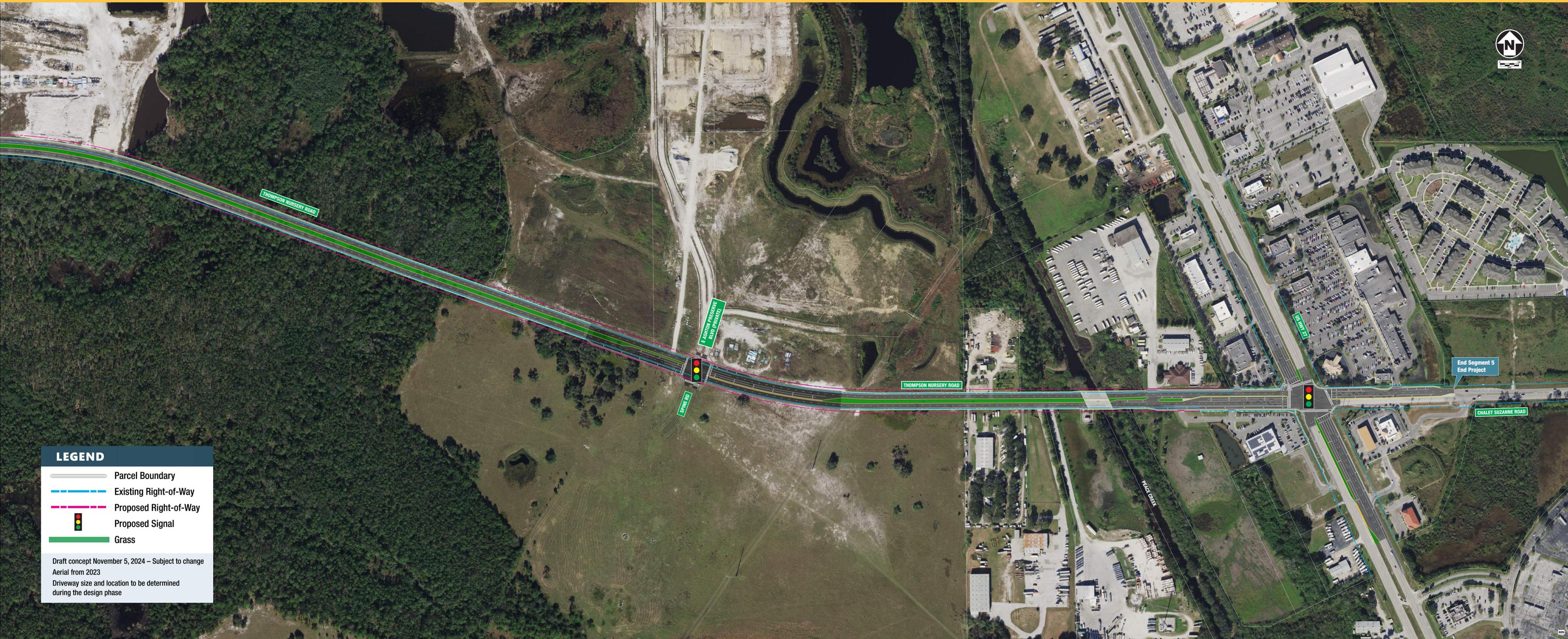
Project Management Section
(863) 535-2310

Jay Jarvis, Director
Roads and Drainage Division
(863) 535-2200



LEGEND

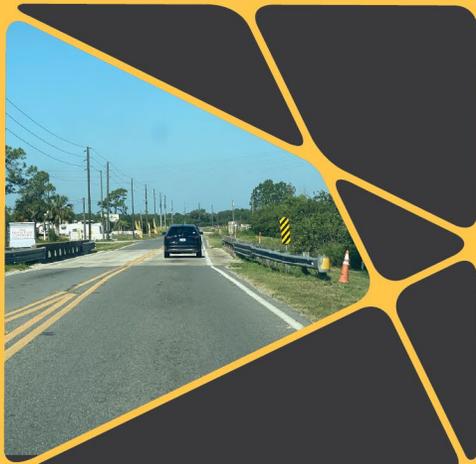
- Parcel Boundary
- Existing Right-of-Way
- Proposed Right-of-Way
- Proposed Signal
- Potential Pond Location
- Grass



LEGEND

- Parcel Boundary
- Existing Right-of-Way
- Proposed Right-of-Way
- Proposed Signal
- Grass

Draft concept November 5, 2024 – Subject to change
Aerial from 2023
Driveway size and location to be determined during the design phase



Thompson Nursery Road Segment 5

W Lake Ruby Drive to US 27

Polk County, FL

Board of County Commissioners Meeting

May 20th, 2025



Project Description

Project Purpose

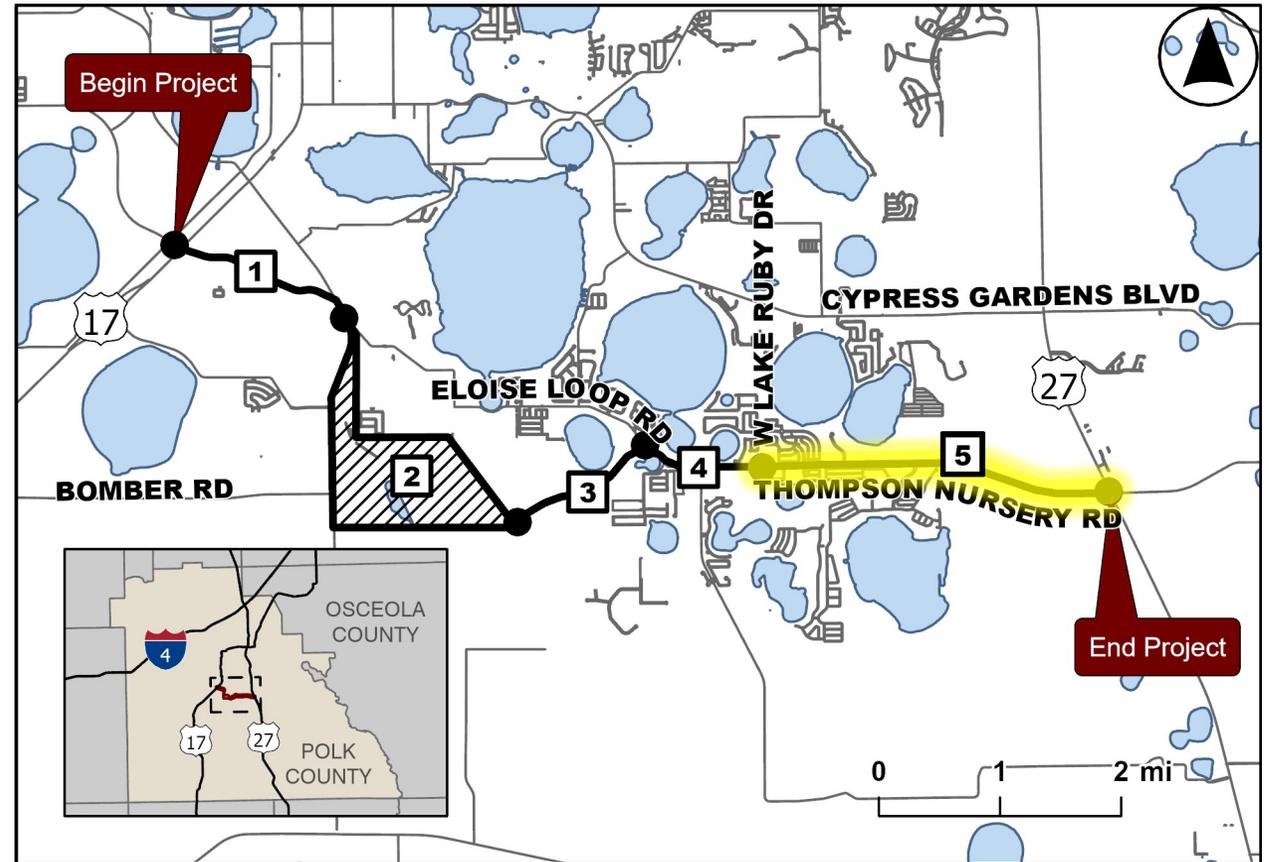
- Connection between US 17 and US 27

Existing Condition

- 2 lane undivided, limited sidewalks, no bike lanes
- Major Collector
- ROW 80 to 120 ft

Proposed Condition

- 4 lane divided with bike lanes and sidewalks
- Minor Arterial
- ROW 120 ft

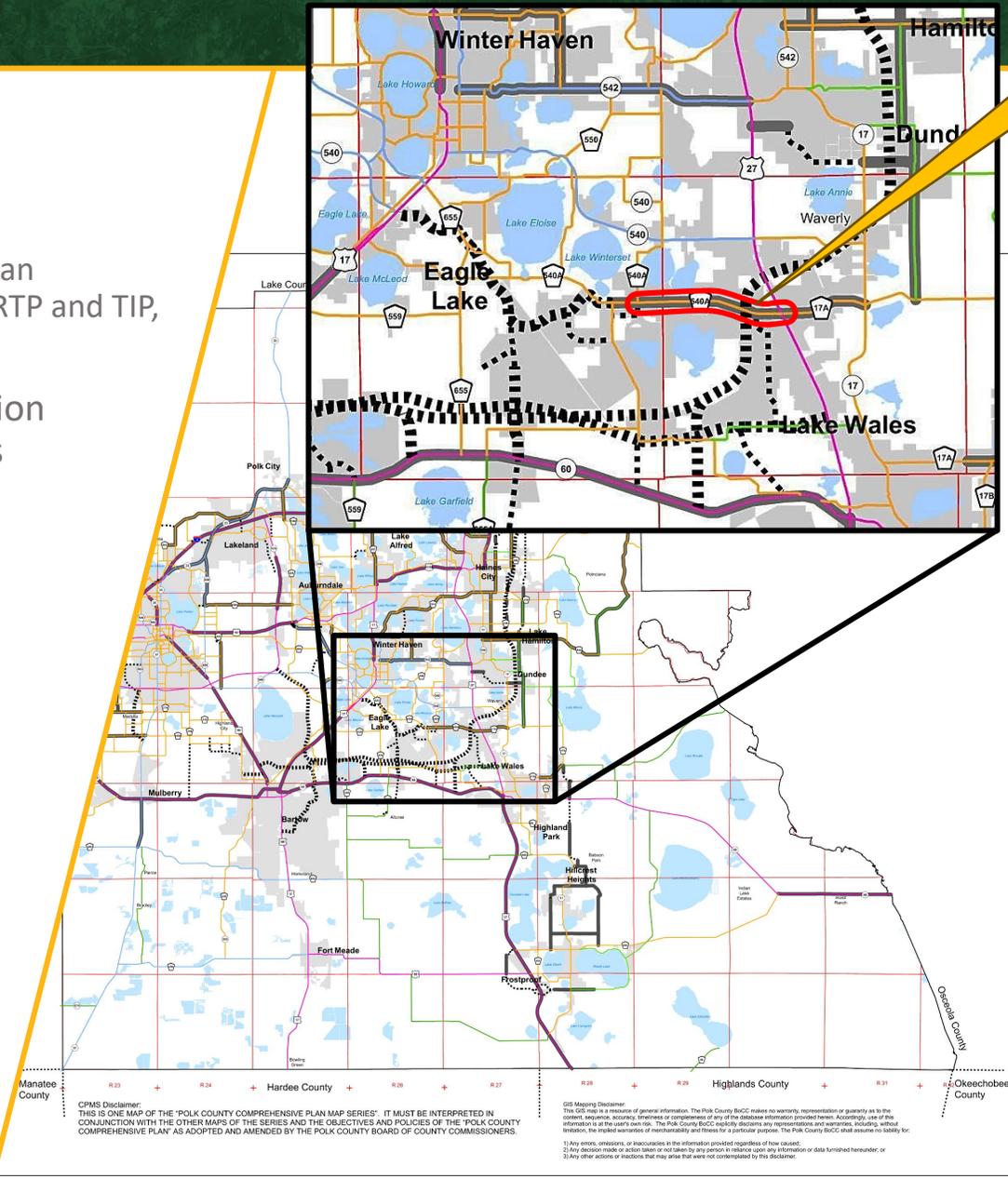


Need for the Project

- Consistency with Current Plans
 - Project is identified in Polk County Comprehensive Plan Transportation Element (see right), plus Polk TPO's L RTP and TIP, and City of Winter Haven's Comprehensive Plan
- Population growth – per BEBR, Polk County population expected to increase by 232K over the next 20 years
 - 2025: 0.83M population
 - 2045: 1.06M population (+28%)
- Rapid development along the corridor
 - Publix at Traditions
 - Lake Ashton North
 - Lake Wales Mixed Use Development
 - The Preserve at Lake Ashton
 - Maringa Valley
 - Traditions Phase 3

These developments total:

- ±7,592 residential dwelling units
- ± 541k sq foot commercial use
- ± 125k sq foot office use
- ± 725 assisted living facility units



2030 COMPREHENSIVE PLAN MAP SERIES
Road System
Legend

- Existing Road Classifications
 - Rural Minor Collector
 - Rural Major Collector
 - Urban Collector
 - Minor Arterial
 - Principle Arterial
- Future Road Projects
 - New 2 Lane Road
 - New 4 Lane Road
 - Road Improvements/Widening

Note:
 Principle Arterials include both Controlled or Limited Access Facilities. Controlled Access Facilities are non-limited access highways where access connections, median openings, and traffic signals are highly regulated. Limited Access Facilities are multilane, divided highways with at least 2 lanes for exclusive use of traffic in each direction and full control of ingress and egress.

Maintenance Responsibility – officially based on road dedication. Although, the maintenance of a roadway can generally be determined by the road classification.
 Collectors and Minor Arterials- County and Municipalities
 Principle Arterials- State

Data Sources: Polk County Transportation Planning Organization (TPO) 2035 Mobility Vision Plan
 Data Date: January 2011

- Interstate
- US Highway
- State Highway
- County Highway
- Waterbodies
- Municipalities
- County Boundary
- Township Range

0 5 10 Miles

COMPREHENSIVE PLAN
POLK COUNTY, FLORIDA
 December 6, 2011
GENERALIZED
TRANSPORTATION
ELEMENT MAP SERIES

POLK COUNTY
BOARD OF COUNTY COMMISSIONERS
 Prepared by: IT/GIS Division
 CPMS Managed by: Office of Planning and Development

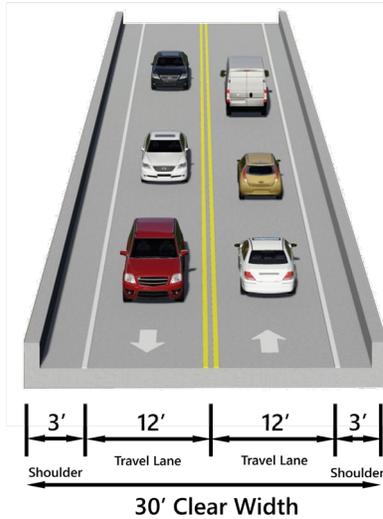
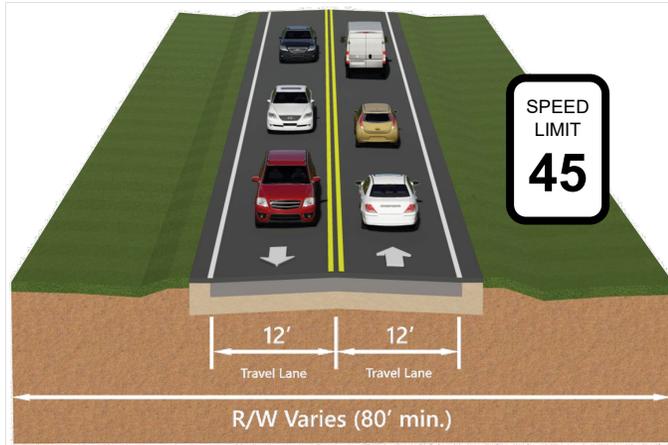
CPMS Disclaimer: THIS IS ONE MAP OF THE 'POLK COUNTY COMPREHENSIVE PLAN MAP SERIES'. IT MUST BE INTERPRETED IN CONJUNCTION WITH THE OTHER MAPS OF THE SERIES AND THE OBJECTIVES AND POLICIES OF THE POLK COUNTY COMPREHENSIVE PLAN AS ADOPTED AND AMENDED BY THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS.

GIS Mapping Disclaimer: The GIS map is a resource of general information. The Polk County B/C/C makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the database information provided herein. Accordingly, use of this information is at the user's own risk. The Polk County B/C/C explicitly disclaims any representations and warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. The Polk County B/C/C shall assume no liability for:

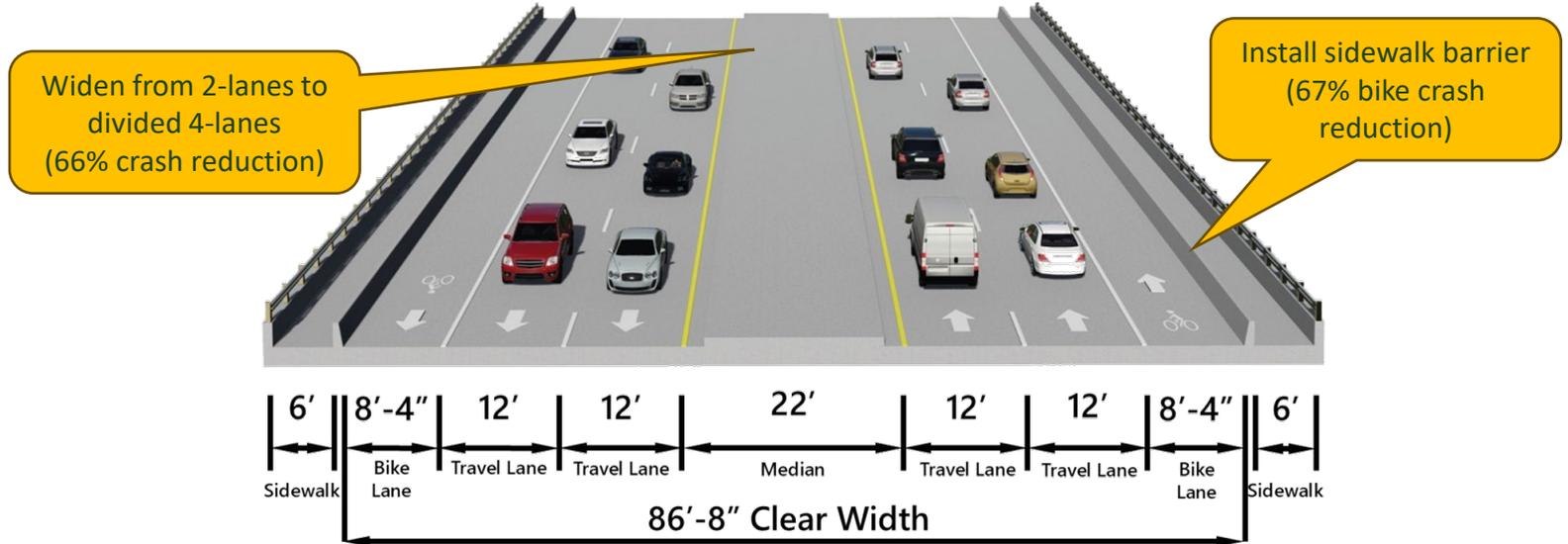
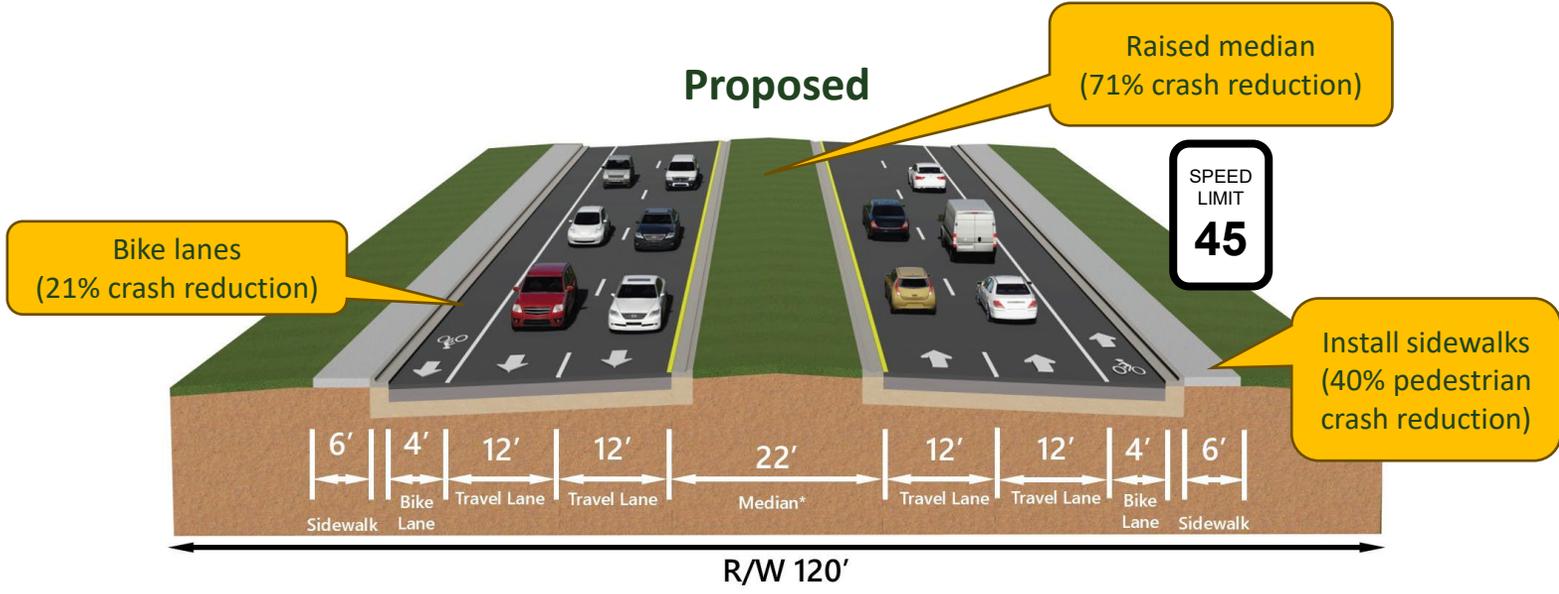
- 1) Any errors, omissions, or inaccuracies in the information provided regardless of how caused;
- 2) Any decision made or action taken or not taken by any person in reliance upon any information or data furnished hereunder; or
- 3) Any other actions or reactions that may arise that were not contemplated by this disclaimer.

Typical Section

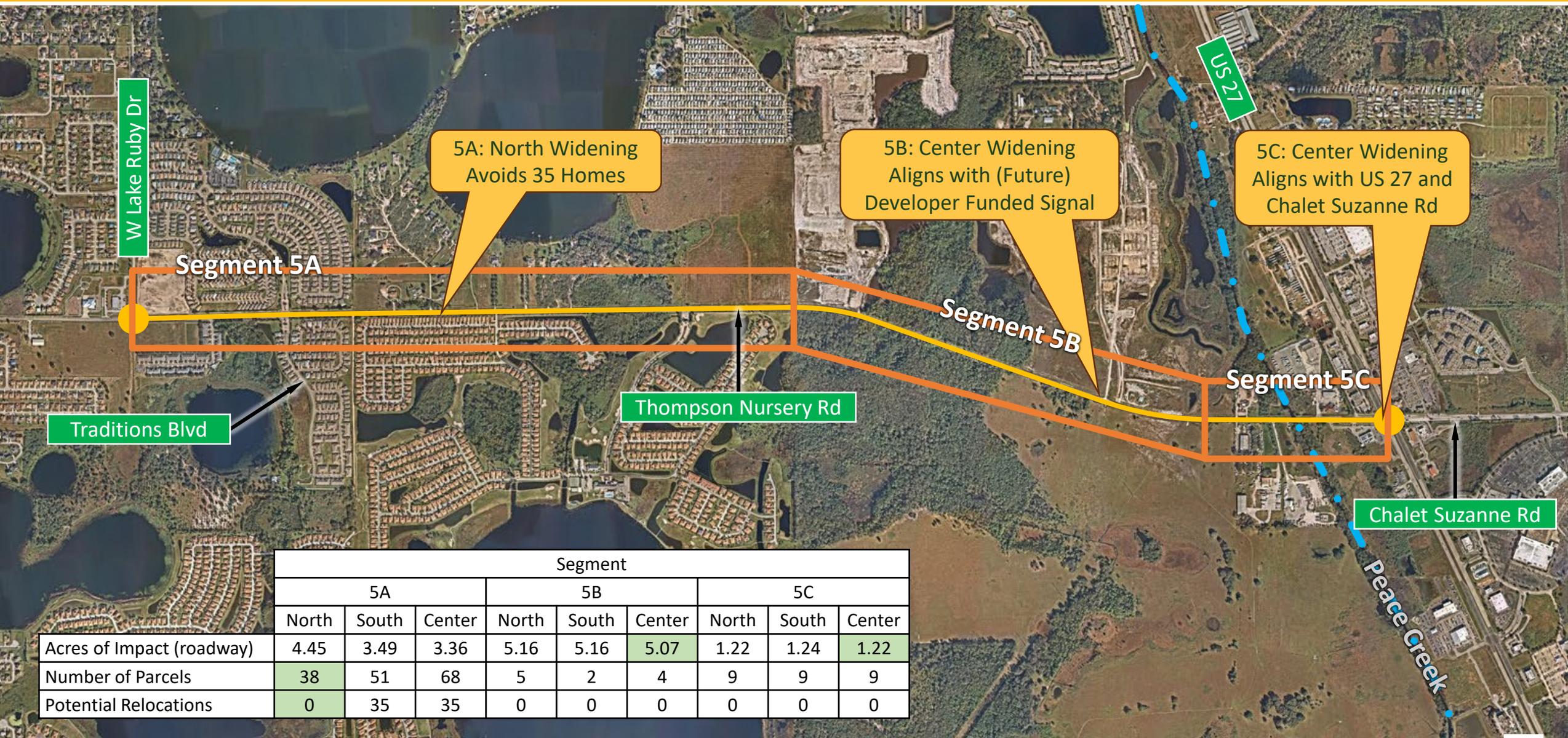
Existing



Proposed



Alternative Alignments



5A: North Widening
Avoids 35 Homes

5B: Center Widening
Aligns with (Future)
Developer Funded Signal

5C: Center Widening
Aligns with US 27 and
Chalet Suzanne Rd

	Segment								
	5A			5B			5C		
	North	South	Center	North	South	Center	North	South	Center
Acres of Impact (roadway)	4.45	3.49	3.36	5.16	5.16	5.07	1.22	1.24	1.22
Number of Parcels	38	51	68	5	2	4	9	9	9
Potential Relocations	0	35	35	0	0	0	0	0	0

Public Meeting – June 13, 2024



Comment Report

Turnout Data	Invitation/Turnout Rate		Turnout/Comment Rate			Comments/Support Rate	
	Notices Mailed	1,787	Attendance		280	Support	203
	Notices Returned	22	Comments Received	Total	212	Oppose	9
	Notices Received	1,765		At the Meeting	75	Approval Rate (includes neutral remarks or no expressed/specified opposition)	96%
	Attendance	280		Via Mail/Email	137		
	Attendance Rate	16%	Comment Rate		76%		

Notable/Specific Concerns or Requested Improvements

Item	Northern Alignment at Lake Ashton	Multi-Use Path in lieu of Sidewalk	Construct Segments 4 and 5 Together	Lengthen Turn Lanes into Lake Ashton	Traffic Signal at Traditions Blvd (N&S)	Add U-Turn for Ashton North Blvd	Eastbound left turn to Walgreens/Publix near US 27	Narrow or Remove Median at Traditions Neighborhood	Avoid Landscape, Walls, and Fencing
Count (% of respondents)	102 (48%)	82 (39%)	67 (32%)	67 (32%)	49 (23%)	48 (23%)	25 (12%)	18 (8%)	13 (6%)
Notes:	<ul style="list-style-type: none"> • 541 (MOL) individual concerns/requests were submitted as part of the 212 comment records received. • Feedback uniformity reflects an organized strategy by HOAs and umbrella groups. Several residents responded more than once. Many respondents were married/cohabitating couples returning separate comment sheets with similar or verbatim wording. • Feedback frequently required inference or interpretation. • Feedback included comments from City of Winter Haven Commission (in support of the project and requesting a multi-use path) 								



Evaluation Matrix

Evaluation Factors		No-Build	Alt 1 (North Side Widening)	Alt 2 (South Side Widening)	Alt 3 (Center Widening)	Recommended Alignment
Right-of-Way	Number of Parcels Impacted	0	49	64	84	51
	Residential Relocations	0	0	35	35	0
	Business Relocations	0	0	0	0	0
	Roadway R/W Acquisition (acres)	0	10.81	9.75	9.61	10.70
	Pond R/W Acquisition (acres)	0	23.89	23.89	23.89	23.89
Environmental Impacts	Wetlands (acres)	0	3.38	3.16	3.21	3.21
	Floodplains (acres)	0	6.79	4.36	5.41	5.41
	Archaeological / Historical Sites (potential)	0	Low	Low	Low	Low
	Contamination Sites (potential)	0	1	0	1	1
Estimated Project Costs	R/W Acquisition	\$0	\$22.0M	\$43.6M	\$38.2M	\$22.0M
	Environmental Mitigation	\$0	\$0.7M	\$0.6M	\$0.6M	\$0.6M
	Utility Relocation/Impacts	\$0	\$5.0M	\$5.0M	\$5.0M	\$5.0M
	Roadway Construction	\$0	\$54.7M	\$54.7M	\$54.7M	\$54.7M
	Bridge Construction	\$0	\$3.4M	\$3.4M	\$3.4M	\$3.4M
	Construction Engineering and Inspection (CEI)	\$0	\$5.8M	\$5.8M	\$5.8M	\$5.8M
	Engineering Design	\$0	\$8.7M	\$8.7M	\$8.7M	\$8.7M
	Total estimated cost	\$0.00	\$100.1M	\$121.7M	\$116.3M	\$100.1M

Benefits of the Build Alternative: Add Lanes for Vehicular Capacity | Raised Median to Enhance Safety | Sidewalks for Pedestrians, School Children, Transit Riders | Bicycle Lanes for Cyclists

RESOLUTION NO: _____

RESOLUTION APPROVING ALIGNMENT

Thompson Nursery Road Phase II

WHEREAS, the Polk County Board of County Commissioners ("Board"), after being fully informed on the matter and upon proper consideration, has previously authorized improvements for the widening of Thompson Nursery Road Phase II ("Project") as part of the Capital Improvement Program (CIP); and

WHEREAS, the alignment study attached hereto as "Exhibit A" has been completed for the Project; and

WHEREAS, the alignment study was conducted to develop route alternatives and determine the preferred alignment for the Project; and

WHEREAS, prior to this Board approving the recommended alignments for the widening of Thompson Nursery Road Phase II recommended in "Exhibit A", this Board considered several factors including, without limitation, alternative routes, environmental impact, costs, long range planning, and safety; and

WHEREAS, this Board, after proper consideration, makes the following findings for the alignment recommended in "Exhibit A":

- A. ALTERNATIVE ROUTE: The Board of County Commissioners considered various alternatives, the costs thereof, and projected improvements to the levels of service before approving the recommended alignment for this Project which provides the best alignment for the existing and future roadway. Because this Project is to widen existing roadway along an established route no alternative routes were considered.
- B. ENVIRONMENTAL FACTORS: Necessary permits will be submitted to appropriate permitting agencies. The recommended alignment will have minimized adverse impacts to the environment and it is anticipated that no adverse environmental impacts will result from this recommended alignment.
- C. COSTS: The recommended alignments are cost effective within the required designed criteria.
- D. LONG RANGE PLANNING: The recommended alignment is consistent with the long range plan for Polk County and is part of the CIP previously adopted by the Board, and it complements prior improvements made by and future improvements planned by Polk County;
- E. SAFETY CONSIDERATIONS: The recommended alignment improves traffic safety by allowing the addition of travel lanes, drainage, curbs, gutters, sidewalks and/or bike lanes to the existing corridor.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Polk County, Florida, in regular session duly assembled, find that the above stated recitals are true and correct and are incorporated herein. The Board of County Commissioners of Polk County, Florida after due consideration hereby approves the recommended alignment in "Exhibit A" for the widening of Thompson Nursery Road Phase II. Deviations to the alignment may be made as needed to address engineering and construction issues that may arise during the engineering and construction of this project.

This Resolution shall be effective upon adoption.

PASSED AND CERTIFIED AS TO PASSAGE this 20th day of May, 2025.

ATTEST: Stacy M. Butterfield, Clerk

POLK COUNTY, FLORIDA

Board of County Commissioners

By: _____

Deputy Clerk

By: _____

Rick Wilson, Chairman

EXHIBIT A



Polk County
Board of County Commissioners

Agenda Item R.25.

5/20/2025

SUBJECT

Approve the Second Amendment and Reinstated Agreement to Cooperative Funding Agreement No. 21CF0003413 with the Southwest Florida Water Management District for the Polk County Direct Potable Reuse Feasibility and Pilot project (Q209). (For a schedule amendment only)

DESCRIPTION

On October 1, 2020, the Southwest Florida Water Management District (District) and Polk County entered into Agreement No. 21CF0003413 for reimbursement of up to 50 percent of costs for the design, permitting, construction, evaluation, demonstration testing, and reporting associated with the Polk County Direct Potable Reuse Feasibility and Pilot project (Q209) located at the Cherry Hill Water Production Facility in the Northwest Regional Utility Service Area (NWRUSA).

On August 3, 2021, the County approved Change Order No. 2 of Contract 2020-003 with Vogel Bros. Building Co. related to the proposed Q209 improvements. The Q209 project is a feasibility study to develop 1.5 million gallons per day (mgd) to supplement ground water supplies in Polk County's NWRUSA.

At the request of the Southwest Florida Water Management District, Polk County Utilities is requesting an amendment to the project schedule.

RECOMMENDATION

Request Board approve the Second Amendment to Cooperative Funding Agreement No. 21CF0003413 with the Southwest Florida Water Management District for the Polk County Direct Potable Reuse Feasibility and Pilot project to amend the project schedule.

FISCAL IMPACT

There is no fiscal impact from the schedule amendment.

CONTACT INFORMATION

Ashley Pike

Utilities Division
Compliance Projects Supervisor
(863) 298-4216

May 20, 2025 Board of County Commissioners Regular Meeting
Agenda Item #

SUBJECT:

Approve the Second Amendment and Reinstated Agreement to Cooperative Funding Agreement No. 21CF0003413 with the Southwest Florida Water Management District for the Polk County Direct Potable Reuse Feasibility and Pilot project (Q209). (For a schedule amendment only)

DESCRIPTION:

On October 1, 2020, the Southwest Florida Water Management District (District) and Polk County entered into Agreement No. 21CF0003413 for reimbursement of up to 50 percent of costs for the design, permitting, construction, evaluation, demonstration testing, and reporting associated with the Polk County Direct Potable Reuse Feasibility and Pilot project (Q209) located at the Cherry Hill Water Production Facility in the Northwest Regional Utility Service Area (NWRUSA).

On August 3, 2021, the County approved Change Order No. 2 of Contract 2020-003 with Vogel Bros. Building Co. related to the proposed Q209 improvements. The Q209 project is a feasibility study to develop 1.5 million gallons per day (mgd) to supplement ground water supplies in Polk County's NWRUSA.

At the request of the Southwest Florida Water Management District, Polk County Utilities is requesting an amendment to the project schedule.

RECOMMENDATION:

Request Board approve the Second Amendment to Cooperative Funding Agreement No. 21CF0003413 with the Southwest Florida Water Management District for the Polk County Direct Potable Reuse Feasibility and Pilot project to amend the project schedule.

FISCAL IMPACT:

There is no fiscal impact from the schedule amendment.

CONTACT INFORMATION:

Ashley Pike
Utilities Division
Compliance Projects Supervisor
(863) 298-4216

PROJECT CHECKLIST

Project Name: Second Amendment to Cooperative Funding Agreement No. 21CF0003413 with the Southwest Florida Water Management District for the Polk County Direct Potable Reuse Feasibility and Pilot (Q209)

Project Location: Northwest Regional Utility Service Area

Source of Funds: Environmental Affairs Program Budget

Project Cost Summary: Not to exceed \$1,796,582 net cost to the County.

Certifications: This request has been reviewed by:

Project Manager:


Ashley Pike

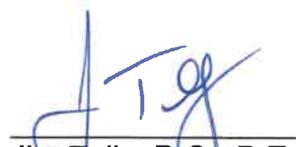
Utilities Environmental Affairs Manager:


Krystal J. Azzarella

Customer Service/Finance Manager:


Charles Richards, CPA

Utilities CIP Manager:


Jim Tully, P.G., P.E.

Utilities Division Director:


Tamara Richardson, P.E.

SECOND AMENDMENT
AND REINSTATED AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
POLK COUNTY
FOR
POLK COUNTY DIRECT POTABLE REUSE FEASIBILITY AND PILOT (Q209)

This AMENDMENT effective December 31, 2024, by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and POLK COUNTY, a political subdivision of the State of Florida, having an address of 330 West Church Street, Bartow, Florida 33831-9005, hereinafter referred to as the "COOPERATOR."

WITNESSETH:

WHEREAS, the DISTRICT and the COOPERATOR entered into an agreement effective October 1, 2020, as amended, October 19, 2021 (Agreement No. 21CF0003413) that expired on December 31, 2024, hereinafter referred to as the "Existing Agreement," for a direct potable reuse feasibility study and 14,400 gallon per day (gpd) educational/testing pilot project; and

WHEREAS, the parties hereto wish to amend the Existing Agreement to replace the DISTRICT'S Contract Manager, extend the contract period and modify the Project Schedule, and update contract language applicable to the DISTRICT'S cooperatively funded projects.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties hereby mutually agree to amend the Existing Agreement as follows:

1. Except as otherwise provided herein, the terms, covenants and conditions of the Existing Agreement are incorporated herein by reference, are hereby ratified, approved and confirmed, and are binding upon the parties.
2. The Project Contacts and Notices Paragraph is hereby amended to replace the DISTRICT'S Contract Manager with Devon Villareal, Alternative Water Supply Specialist.
3. The first paragraph of the Funding Paragraph is hereby replaced in its entirety with the following:

The parties initially anticipated that the total cost of the PROJECT would be One Million Five Hundred Ninety Thousand Dollars (\$1,590,000) (Initial Board-Approved Project Amount). Subsequently, the COOPERATOR advised the DISTRICT that the anticipated total cost of the PROJECT increased to Two Million Five Hundred Ninety-One Thousand Five Hundred Eighty-Two Dollars (\$2,591,582). The DISTRICT'S maximum funding amount is Seven Hundred Ninety-Five Thousand Dollars (\$795,000). The

COOPERATOR'S funding match is One Million Seven Hundred Ninety-Six Thousand Five Hundred Eighty-Two Dollars (\$1,796,582) and cannot include state or federal appropriations, or grant monies, as provided in Subparagraph 3. The COOPERATOR agrees to provide all remaining funds necessary for the satisfactory completion of the PROJECT.

4. Subparagraph 2 of the Funding Paragraph is hereby replaced in its entirety with the following:

The COOPERATOR shall pay PROJECT costs prior to requesting reimbursement from the DISTRICT. The DISTRICT shall reimburse the COOPERATOR for the DISTRICT'S share of allowable PROJECT costs in accordance with the Project Budget set forth in the Project Plan, but at no point in time will the DISTRICT'S expenditure amounts under this Agreement exceed expenditures made by the COOPERATOR.

5. Subparagraph 3 of the Funding Paragraph is hereby replaced in its entirety with the following:

The COOPERATOR'S funding match is based on the Board-Approved Project Amount and cannot include state or federal appropriations, or grant monies. The DISTRICT will not fund any PROJECT cost increases. State or federal appropriations, or grant monies, may be used to cover PROJECT cost increases. Should those state or federal appropriations, or grant monies, exceed PROJECT cost increases, the remaining funds will be used to equally reduce the DISTRICT funding amount and the COOPERATOR'S Board-approved match. If PROJECT costs are equal to or less than the Board-Approved Project Amount, state or federal appropriations, or grant monies, will equally reduce the DISTRICT'S funding amount and the COOPERATOR'S Board-approved match. The COOPERATOR shall provide written notice to the DISTRICT if a) it intends to use state or federal appropriations, or grant monies, to fund PROJECT costs, indicating the amount and funding source, and b) PROJECT costs are expected to increase, indicating the increased amount and the funding source to cover the cost increase. This Subparagraph shall survive the expiration or termination of this Agreement.

6. Subparagraph 9 of the Funding Paragraph is hereby replaced in its entirety with the following:

Each COOPERATOR invoice must include the following certification, and the COOPERATOR hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:

"I certify that the costs requested for reimbursement and the Cooperator's matching funds are directly related to the performance under the Agreement between the Southwest Florida Water Management District and the Cooperator (Agreement No. 21CF0003413), are allowable, allocable, properly documented, and are in accordance with the approved Project Budget. This invoice includes \$__ of contingency funds expenditures.

As set forth in this Agreement, the Initial Board-Approved Project Amount is _____. The Cooperator expects the total Project cost to be _____. The Cooperator received a total of \$_____ in federal or state appropriations, or grant monies for the Project not passing through the District, at the time of this invoice. Written notice on how that funding has been allocated for the Project is included as a reference in accordance with subparagraph 3 of the Funding Paragraph: The Cooperator shall provide written notice to the District if a) it intends to use state or federal appropriations, or grant monies, to fund Project costs, indicating the amount and funding source, and b) Project costs are expected to increase, indicating the increased amount and the funding source to cover the cost increase”

7. New Subparagraph 11 of the Funding Paragraph is hereby added as follows:

Reimbursement for expenditures of contingency funds is contingent upon the DISTRICT'S approval and determination, in its sole discretion, that the expenditures were necessary to achieve the resource benefit of the PROJECT and were not in excess of what was reasonably necessary to complete the PROJECT. The term “contingency funds” shall include funds that are allocated for unanticipated or extra work needed to the complete the PROJECT. Items not considered for reimbursement include those unrelated to the resource benefit or resulting from design errors and defects in the work. The COOPERATOR may submit up to 5% of the Initial Board-Approved Project Amount for contingency reimbursement. The DISTRICT'S total reimbursement obligation of contingency expenses is limited to its funding percentage of the Initial Board-Approved Project Amount. If an invoice includes expenditures of contingency funds, the COOPERATOR shall complete and submit the Contingency Funds Justification form attached hereto and made a part of this Agreement, to explain the basis of each line item expenditure.

8. The Contract Period Paragraph is hereby amended to extend the expiration date of December 31, 2024 to September 30, 2025.
9. The Diversity In Contracting and Subcontracting Paragraph is hereby amended to delete Subparagraphs 1 and 2.
10. The Documents Paragraph is hereby replaced in its entirety with the following:

The following document(s) is/are attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibit "A", then to Exhibit "C".

Exhibit "A"	Project Plan
Exhibit "C"	Contingency Funds Justification Form

The remainder of this page intentionally left blank.

11. The Project Schedule table set forth in the Project Plan is hereby replaced in its entirety with the following:

PROJECT SCHEDULE

DESCRIPTION	COMMENCE	COMPLETE
Project Management	10/01/2020	2/01/2025
Source Water Characterization & Treatment Technology Evaluation and Preliminary Costing Report – Advanced Treatment System Preliminary Design and Demonstration Test Plan Technical Memorandum	10/01/2020	03/31/2021
Final Feasibility Report	04/01/2021	5/30/2021
Design and Permitting	02/09/2021	10/01/2023
Bidding and Contract Award	08/04/2021	10/28/2021
Construction	10/29/2021	09/15/2023
Construction Engineering & Inspection (CEI)	10/29/2021	09/15/2023
GIS, As-Built Survey, Record Drawings & Certificate of Substantial Completion	06/04/2022	12/15/2023
Demonstration Testing	01/01/2023	08/16/2024
Education/Communication Plans	10/01/2020	12/31/2024
Draft Published Project Results and Recommendations	01/01/2024	11/27/2024
Final Published Results and Recommendations	2/28/2025	3/31/2025

12. The terms, covenants and conditions set forth in the Existing Agreement that have not been specifically amended herein, will continue in existence, are hereby ratified, approved and confirmed, and will remain binding upon the parties hereto.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this AMENDMENT on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____ Date _____
Jay Hoecker, PMP
Bureau Chief, Water Supply

POLK COUNTY

By: _____ Date _____
Name: _____
Title: _____
Authorized Signatory

Reviewed as to form and legal sufficiency


County Attorney's Office _____ Date _____

SECOND AMENDMENT
AND REINSTATED AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
POLK COUNTY
FOR
POLK COUNTY DIRECT POTABLE REUSE FEASIBILITY AND PILOT (Q209)



Polk County
Board of County Commissioners

Agenda Item R.26.

5/20/2025

SUBJECT

SET PUBLIC HEARING to consider adoption of an ordinance to create the Master Inwood Street Lighting Municipal Service Benefit Unit (MSBU) (Suggested Hearing Date: June 3, 2025 at 9:00 a.m.)

DESCRIPTION

A public hearing is required to consider adoption of an ordinance, the title of which is:

AN ORDINANCE CREATING MASTER INWOOD STREET LIGHTING MUNICIPAL SERVICE BENEFIT UNIT (MSBU), INCORPORATING THE SOUTHWEST INWOOD STREET LIGHTING MSBU AND THE CENTRAL INWOOD STREET LIGHTING MSBU INTO THE MASTER INWOOD STREET LIGHTING MSBU, AND INCLUDING ADDITIONAL PROPERTIES; PROVIDING FOR DEFINITIONS; PROVIDING FOR FINDINGS; DESCRIBING THE LEGAL BOUNDARIES OF THE MSBU; SPECIFYING LIGHTING SERVICES TO BE PROVIDED; PROVIDING A MEANS FOR ASSESSMENT AND COLLECTION OF SPECIAL ASSESSMENTS FOR THE MSBU; PROVIDING FOR ADJUSTMENT OF THE LIGHTING SERVICES AND ASSESSMENTS; PROVIDING FOR LIENS UPON LANDS IN THE MSBU; AND PROVIDING AN EFFECTIVE DATE.

The County has installed streetlights in certain portions of the Inwood area over the past four years. Initially, the area was partitioned to roll out the installations in phases. The first area to install streetlights was Southwest Inwood in 2021 under Ordinance No. 21-54. The next area to have streetlights installed was Central Inwood in 2023 under Ordinance No. 23-79. Now, the northern portion of Inwood is seeking to have streetlights installed. Concurrently, the County has found that the consolidation of the area under a single assessment rate will make assessment collection more affordable while bringing the rate down for the property owners. Therefore, the County seeks to consolidate the already existing Inwood areas that have streetlights installed, Southwest and Central, while including the northern area that is having streetlights installed into a single Master Inwood Area. Nevertheless, because the areas paid different Capital Improvement Costs when the streetlights were installed, property owners will initially pay different annual assessment rates until the installation and other capital costs have been paid off in the next 5 years.

RECOMMENDATION

Set a public hearing on June 3, 2025, at 9:00 a.m. or soon thereafter for purposes of considering adoption of this ordinance.

FISCAL IMPACT

No fiscal impact will be realized by setting the hearing.

CONTACT INFORMATION

Noah Milov, Assistant County Attorney
863-534-7664



Polk County
Board of County Commissioners

Agenda Item R.27.

5/20/2025

SUBJECT

Approve Mediated Settlement Agreements with KSI Enterprises, Inc. for County acquisition of Parcels 102 and 104, and with Mary Elizabeth Pierce and Matthew C. Pierce for Parcel 103, all in conjunction with the CR542A (Galloway Road) at 10th Street Project. (\$228,083.00 one-time expense)

DESCRIPTION

The County has a Community Investment Project to improve CR 542A (Galloway Road) at 10th Street to a roundabout intersection in the greater Lakeland area. To construct the roundabout, the County must acquire additional right-of-way for the intersection from adjoining impacted property owners. After the Board authorized negotiations with impacted property owners, the County was able to acquire many of the property parcels needed for the project through negotiated Right of Way Agreements.

When it was unable to timely reach negotiated agreements with the other impacted property owners, on December 20, 2024 the County filed a Petition with the Tenth Judicial Circuit court to acquire the remaining required parcels by eminent domain. On March 10, 2025, the County sought and obtained separate Stipulated Orders of Taking with KSI Enterprises, Inc. ("KSI"), the owner of Parcel 102 and Parcel 104, and with Mary Elizabeth Pierce and Matthew Pierce (the "Pierces"), the owners of Parcel 103. Pursuant to the Orders, the County deposited into the Registry of the Court a designated amount for each parcel (\$110,300.00 for Parcel 102, \$23,300.00 for Parcel 103, and \$41,300.00 for Parcel 104), which was then released to the respective parcel owner as a partial payment of the final compensation payable to each owner for their parcel(s).

On April 29, 2025, the County and its eminent domain counsel met with KSI and its counsel and successfully mediated the amount of compensation the County will pay for Parcel 102 and Parcel 104. Pursuant to the negotiated terms, the County will pay KSI the aggregate sum of \$280,000.00 in full settlement of all claims for compensation and any and all damages for its taking those parcels. The County must also pay KSI the sum of \$42,372.00 in statutorily required attorneys' fees, and \$10,900.00 in attorneys' costs and expert fees and costs. Collectively, the agreed compensation and required fees and costs associated with taking Parcels 102 and 104 total \$333,272.00. A copy of the Mediated Settlement Agreement with KSI is attached. With KSI having already received \$151,600.00 from the funds the County deposited with the Court, the remaining balance due KSI is \$181,672.00

The County and its eminent domain counsel also met with the Pierces and their counsel on April 29, 2025 and successfully mediated the amount of compensation the County will pay for Parcel 103. Pursuant to the negotiated terms, the County will pay the Pierces the sum of \$50,000.00 in full settlement of all claims for compensation and any and all damages for its taking of Parcel 103. The County must also pay the Pierces the sum of \$8,811.00 in statutorily required attorneys' fees, and

\$10,900.00 in attorneys' costs and expert fees and costs. Collectively, the agreed compensation and required fees and costs associated with taking Parcel 103 total \$69,711.00. A copy of the Mediated Settlement Agreement with the Pierces is attached. With the Pierces having already received \$23,300.00 from the funds the County deposited with the Court, the remaining balance due the Pierces is \$46,411.00.

The County Attorney's Office recommends approval of the Mediated Settlement Agreements. The agreements benefit the County because the agreed settlement amounts are below the owners' experts' opinion of compensation for the parcels, and a jury trial, which would have exposed the County to payment of additional expert fee costs, was avoided.

RECOMMENDATION

Approve the Mediated Settlement Agreements and authorize the issuance of funds payable to KSI and to the Pierces as stated in the agreements.

FISCAL IMPACT

Funds are budgeted and available within the 5-year Roads and Drainage CIP In the Transportation Trust Fund.

CONTACT INFORMATION

Heather Bryan, Assistant County Attorney

863-534-6746

**IN THE CIRCUIT COURT OF THE TENTH JUDICIAL CIRCUIT
IN AND FOR POLK COUNTY, FLORIDA
CIVIL DIVISION**

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

Petitioner,

Case No.: 53-2024-CA-4759

v.

KSI ENTERPRISES INC, et al.

Parcel Nos.: 102/104

Respondents.

MEDIATED SETTLEMENT AGREEMENT

At a Mediation Conference conducted at the GrayRobinson offices in Lakeland, Florida on April 29, 2025, the parties reached the following Mediated Settlement Agreement:

1. Petitioner, POLK COUNTY (COUNTY) shall pay to Respondent KSI ENTERPRISES, INC. (KSI), the total sum of \$ 280,000.00 in full settlement of all claims for compensation for the taking of Parcels 102 and 104 and any and all damages relating thereto.

2. In addition to the above-referenced settlement amount, COUNTY shall pay \$ 42,372.00 in full satisfaction of all attorney's fees to counsel for KSI pursuant to Florida Statute 73.092(1) and shall pay \$ 10,900.00 in full satisfaction of all attorney's costs and expert fees and costs pursuant to Florida Statute 73.091.

3. The settlement terms set forth herein are subject to approval by the Polk County Board of County Commissioners.

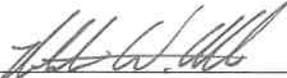
4. Counsel for COUNTY and KSI will jointly submit to the Court for signature a mutually approved Stipulated Order of Taking and Final Judgment in this matter as soon as

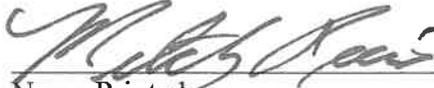
practical after Board approval.

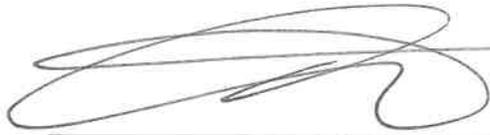
5. This agreement contains all of the agreements of the parties.

POLK COUNTY

KSI ENTERPRISES, INC


Name Printed: Wade Allen
Title:


Name Printed:
Title:


Anthony V. Policastro, Esquire
Policastro Law Group
1700 N. McMullen Booth Road, Suite C5
Clearwater, FL 33759


Mark N. Miller, Esquire
GrayRobinson
Post Office Box 3
Lakeland, FL 33802

**IN THE CIRCUIT COURT OF THE TENTH JUDICIAL CIRCUIT
IN AND FOR POLK COUNTY, FLORIDA
CIVIL DIVISION**

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

Petitioner,

Case No.: 53-2024-CA-4759

v.

KSI ENTERPRISES, INC, et al.

Parcel No.: 103

Respondents.

MEDIATED SETTLEMENT AGREEMENT

At a Mediation Conference conducted at the GrayRobinson offices in Lakeland, Florida on April 29, 2025, the parties reached the following Mediated Settlement Agreement:

1. POLK COUNTY (COUNTY) shall pay to Respondents MARY ELIZABETH PIERCE and MATTHEW C. PIERCE (collectively PIERCE), the total sum of \$ 50,000.00 in full settlement of all claims for compensation for the taking of Parcel 103 and any and all damages relating thereto.

2. In addition to the above-referenced settlement amount, COUNTY shall pay \$ 8,811.00 in full satisfaction of all attorney's fees to counsel for PIERCE pursuant to Florida Statute 73.092(1) and shall pay \$ 10,900.00 in full satisfaction of all attorney's costs and expert fees and costs pursuant to Florida Statute 73.091.

3. The settlement terms set forth herein are subject to approval by the Polk County Board of County Commissioners.

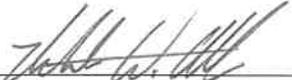
4. Counsel for COUNTY and PIERCE will jointly submit to the Court for signature a mutually approved Stipulated Order of Taking and Final Judgment in this matter

as soon as practical after Board approval.

5. This agreement contains all of the agreements of the parties.

POLK COUNTY

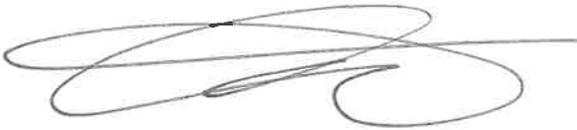
MARY AND MATTHEW PIERCE



Name Printed: Wade Allen
Title:



Mary Elizabeth Pierce



Anthony V. Policastro, Esquire
Policastro Law Group
1700 N. McMullen Booth Road, Suite C5
Clearwater, FL 33759



Mathew C. Pierce



Mark N. Miller, Esquire
GrayRobinson
Post Office Box 3
Lakeland, FL 33802



Polk County
Board of County Commissioners

Agenda Item R.28.

5/20/2025

SUBJECT

Request Board adopt a Resolution Approving the Issuance by the Housing Finance Authority of Polk County, Florida of its Multifamily Housing Revenue Bonds in the Aggregate Face Amount Not to Exceed \$27,800,000 to Provide Funds to Finance a Multifamily Residential Rental Housing Facility for Persons or Families of Low and Moderate Income to Be Owned by Lakewood Terrace Preservation, Ltd., or an Affiliate Thereof, Located in Polk County Florida and Provide an Effective Date.

DESCRIPTION

Lakewood Terrace Preservation, Ltd. (the "Borrower"), desires to finance a portion of costs of the rehabilitation of an approximately 132 unit multifamily rental housing facility for persons or families of low and moderate income, located at 1315 W 14th St., Lakeland, Polk County, Florida (the "Development"), to be initially owned by the Borrower or an affiliate of the Borrower and has requested the Housing Finance Authority of Polk County, Florida (the "Authority") to issue its Multifamily Housing Revenue Bonds in one or more series (the "Bonds") to finance the rehabilitation of the Development by the Borrower.

The Authority desires that the Board of County Commissioners of Polk County, Florida (the "Board") approve the issuance by the Authority of the Bonds in one or more series, in an aggregate face amount of not to exceed \$27,800,000, to finance a portion of the costs of the acquisition and rehabilitation of the Development for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code").

RECOMMENDATION

Recommend Board adopt the Resolution approving the Housing Finance Authority's issuance of the bonds.

FISCAL IMPACT

None.

CONTACT INFORMATION

Randy Mink
County Attorney
863-534-6730

RESOLUTION NO. 2025-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA APPROVING THE ISSUANCE BY THE HOUSING FINANCE AUTHORITY OF POLK COUNTY, FLORIDA OF ITS MULTIFAMILY HOUSING REVENUE BONDS IN THE AGGREGATE FACE AMOUNT NOT TO EXCEED \$27,800,000 TO PROVIDE FUNDS TO FINANCE A MULTIFAMILY RESIDENTIAL RENTAL HOUSING FACILITY FOR PERSONS OR FAMILIES OF LOW AND MODERATE INCOME TO BE OWNED BY LAKEWOOD TERRACE PRESERVATION, LTD. OR AN AFFILIATE THEREOF, LOCATED IN POLK COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Lakewood Terrace Preservation, Ltd. (the "Borrower"), desires to finance a portion of costs of the rehabilitation of an approximately 132 unit multifamily rental housing facility for persons or families of low and moderate income, located at 1315 W 14th St., Lakeland, Polk County, Florida (the "Development"), to be initially owned by the Borrower or an affiliate of the Borrower and has requested the Housing Finance Authority of Polk County, Florida (the "Authority") to issue its Multifamily Housing Revenue Bonds in one or more series (the "Bonds") to finance the rehabilitation of the Development by the Borrower; and

WHEREAS, the Authority desires that the Board of County Commissioners of Polk County, Florida (the "Board") approve the issuance by the Authority of the Bonds in one or more series, in an aggregate face amount of not to exceed \$27,800,000, to finance a portion of the costs of the acquisition and rehabilitation of the Development for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA, THAT:

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to the laws of the State of Florida, including, in particular, Section 125.01 and Part IV of Chapter 159, Florida Statutes, and other applicable provisions of law (the "Act").

SECTION 2. FINDINGS. The Board hereby finds, determines and declares as follows:

A. The Authority conducted a telephonic public hearing inviting comments and discussion concerning the issuance of the Bonds to finance the Development and the nature and location of the Development on May 6, 2025, notice of which hearing was published in The Ledger which is published in Polk County, Florida on April 28, 2025 (a copy of said notice and the Affidavit of Publication are attached hereto as **Exhibit A** and incorporated herein). No members

of the public participated and requested to be heard at such public hearing. A copy of the minutes of the meeting are attached hereto as **Exhibit B**.

B. The Bonds shall not be deemed to constitute a debt, liability or obligation, or a pledge of the faith and credit or taxing power of the Authority, Polk County, Florida, or of the State of Florida or of any other political subdivision thereof, but shall be limited obligations of the Authority payable solely from the revenues and proceeds to be derived by the Authority under the financing agreements entered into in connection with the issuance of the Bonds and other security provided in connection therewith.

SECTION 3. APPROVAL. For purposes of Section 147(f) of the Code, the Board hereby approves the issuance of the Bonds by the Authority in an aggregate face amount of not exceeding \$27,800,000 to finance the Development. Such approval by the Board does not constitute an endorsement to a prospective purchaser of the Bonds of the creditworthiness of the Borrower or the Development.

The authorization provided herein and any approval by the Board of the issuance of the Bonds to finance the Development pursuant thereto shall be solely for purposes of complying with Section 147(f) of the Code and approval given herein shall not be construed as (i) an endorsement of the creditworthiness of the Borrower, or the financial viability of the Development, (ii) a recommendation to any prospective purchaser to purchase the Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds, or (iv) approval of any necessary rezoning applications or approval or acquiescence to the alteration of existing zoning or land use nor approval for any other regulatory permits relating to the Development, and the Board shall not be construed by reason of its adoption of this Resolution or any approval by the Chairman of the Board pursuant hereto, to make any such endorsement, finding or recommendation or to have waived any right of the Board or estopping the Board from asserting any rights or responsibilities it may have in such regard. Further, the approval on behalf of the Board of the issuance of the Bonds by the Authority shall not be construed to obligate the County to incur any liability, pecuniary or otherwise, in connection with either the issuance of the Bonds, the acquisition and rehabilitation of the Development, and the Authority shall so provide in the financing documents setting forth the details of the Bonds.

SECTION 4. REPEALING CLAUSE. All resolutions or parts thereof of the Board in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

[Remainder of page intentionally left blank]

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 20th day of May, 2025.

**BOARD OF COUNTY COMMISSIONERS
OF POLK COUNTY, FLORIDA**

(SEAL)

By: _____
Chairman

ATTEST:

STACY M. BUTTERFIELD, CLERK

By: _____
Deputy Clerk

[SIGNATURE PAGE | TEFRA RESOLUTION]

EXHIBIT A

Notice of Public Hearing and Affidavit of Publication

LOCALiQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Rhonda Bond-Collins
Rhonda Bond-Collins
255 S. Orange Ave., Suite 1350
Orlando FL 32801

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The Ledger-News Chief, published in Polk County, Florida; that the attached copy of advertisement, being a Public Notices, was published on the publicly accessible website of Polk County, Florida, or in a newspaper by print in the issues of, on:

04/28/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 04/28/2025

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$490.58
Tax Amount: \$0.00
Payment Cost: \$490.58
Order No: 11250966
Customer No: 536357
PO #:

of Copies:
1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

RYAN SPELLER
Notary Public
State of Wisconsin

NOTICE OF PUBLIC HEARING CONCERNING THE ISSUANCE BY THE HOUSING FINANCE AUTHORITY OF POLK COUNTY, FLORIDA MULTIFAMILY HOUSING REVENUE BONDS IN THE AGGREGATE AMOUNT NOT TO EXCEED \$53,000,000. NOTICE IS HEREBY GIVEN, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended, if a public hearing by the Housing Finance Authority of Polk County, Florida (the "Authority") is to be held on May 6 2025, at 10:00 a.m., or as soon thereafter as possible. The public hearing will be held via the following toll-free telephone conference line in lieu of physical presence at the public hearing.

TELEPHONE CONFERENCE INSTRUCTIONS:
DIAL IN NUMBER: (866) 597-6122
PARTICIPATION CODE: 455927
The purpose of the public hearing is to receive comments and hear discussion concerning the proposed issuance by the Housing Finance Authority of Polk County, Florida of its Multifamily Housing Revenue Bonds, in one or more series, in the aggregate face amount of not to exceed \$53,000,000 (the "Bonds"), the proceeds of the Bonds will be loaned to Lakewood Terrace Preservation, Ltd., or its permitted successors and assigns, and used to finance the acquisition and rehabilitation of an approximately 125 unit multifamily rental housing facility to be occupied by persons of low and moderate income, known as Lakewood Terrace Apartments and located at 1315 W 14th St., Lakeland, Polk County, Florida (the "Development"). The Development will initially be owned and operated by Lakewood Terrace Preservation, Ltd., a Florida limited partnership. All interested persons are invited to attend said hearing and, either personally or through their representatives, present oral or written comments and discussion concerning the proposed issuance of the bonds for the purposes described in the preceding paragraph and the nature and location of the Development. Written comments may be submitted to the Authority at the office of Peterson & Myers, P.A., 128 Bates Avenue SW, 4th Floor, Winter Haven, Florida 32980 Attention: David G. Fisher, Esq. should any person decide to oppose any decision made by the Authority at this hearing or by the Board of County Commissioners of Polk County, Florida ("Polk County") with respect to the approval of the issuance of the Bonds for the purposes described in the preceding paragraph, he or she will need a record of the proceedings, and he or she may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Comments made at the hearing are for the consideration of the Authority or Polk County and will not bind the Authority or Polk County to any action it may take. In accordance with the Americans with Disabilities Act of 1990, as amended, persons needing a special accommodation to participate in this proceeding should contact the Housing Finance Authority of Polk County, Florida at (863) 676-7611 at least 48 hours in advance of the public hearing excluding Saturday and Sunday. All interested persons are invited to present their comments on the date and time set forth above.
HOUSING FINANCE AUTHORITY OF POLK COUNTY, FLORIDA
4/28/2025 #11250966

EXHIBIT B

Meeting Minutes

Exhibit B

**MINUTES OF MAY 6, 2025 PUBLIC HEARING OF THE HOUSING FINANCE
AUTHORITY OF POLK COUNTY, FLORIDA**

Pursuant to notice published in the Lakeland Ledger on April 28, 2025, a public hearing of the Housing Finance Authority of Polk County, Florida (the "Authority") was held on Tuesday, May 6, 2025, telephonically using the dial-in number of 1-866-707-6122 and a participation code of 6553927.

David Fisher presided over the hearing.

The hearing was attended by the following persons:

David Fisher, attorney with Peterson & Myers, P.A., Counsel for the Authority

Rhonda D. Bond-Collins, Bryant Miller Olive P.A. – Bond counsel

The telephone line was opened at 10:00 a.m. and the meeting was called to order at 10:03 a.m.

During the meeting, the following occurred:

1. Mr. Fisher opened the public hearing and conducted the TEFRA hearing.
2. Mr. Fisher noted for the record, the amount of the bonds to be issued is not to exceed \$27,800,000 and not the amount of \$53,000,000 stated in the caption in the published TEFRA notice. The amount of the bonds in the body of the published TEFRA notice of not to exceed \$27,800,000 is correct.
3. Mr. Fisher solicited public comment. No members of the public attended the meeting other than the persons referred to above.
4. There being no public comment, Mr. Fisher closed the public hearing at 10:09 a.m.



David G. Fisher, Counsel for the Authority



Polk County
Board of County Commissioners

Agenda Item R.29.

5/20/2025

SUBJECT

Adopt Resolution Approving Repeal of Fire Department Burn Ban 25-01.

DESCRIPTION

Since the declaration of Fire Department Burn Ban 25-01, the atmospheric and fire hazard conditions that increased the risk of brush fires and uncontrolled fires throughout Polk County have abated. Less than 50% of Polk County is averaging over 500 on the Keetch-Bryam Drought Index.

RECOMMENDATION

Adopt resolution approving the repeal of Fire Department Burn Ban 25-01.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Breezi Hicks
Assistant County Attorney
863-534-6436

RESOLUTION NO. 25-

WHEREAS, Pursuant to Polk County Ordinance 08-015, as amended, the Fire Chief or the Fire Chief’s Designee has repealed Fire Department Burn Ban 25-01; and

WHEREAS, less than fifty percent (50%) of Polk County is averaging over 500 on the Keetch-Byram Drought Index; and

WHEREAS, since the declaration of said Fire Department Burn Ban the atmospheric and fire hazard conditions that increased the risk of brush fires and uncontrolled fires throughout Polk County have abated; and

WHEREAS, a repeal of a Fire Department Burn Ban must be approved by resolution at the next regular meeting of the Board of County Commissioners.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners that the Repeal of Fire Department Burn Ban 25-01 attached hereto as Exhibit “A” is hereby approved.

DATED this 20th day of May, 2025.

Attest:

STACY BUTTERFIELD, CLERK

BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
T.R. Wilson, Chairperson

Exhibit "A"

NOTICE OF REPEAL OF FIRE DEPARTMENT BURN BAN NO. 25-01

WHEREAS, on April 15, 2025, the Polk County Fire Chief declared Fire Department Burn Ban No. 25-01;

WHEREAS, less than fifty percent (50%) of Polk County is averaging over 500 on the Keetch-Byram Drought Index:

WHEREAS, Polk County Ordinance 08-015, as amended, authorizes the Fire Chief or the Fire Chief's Designee to repeal a Fire Department Burn Ban upon abatement of the fire hazard conditions; and

WHEREAS, since the declaration of said Fire Department Burn Ban, the atmospheric and fire hazard conditions that increased the risk of brush fires and uncontrolled fires throughout Polk County have abated,

NOW, THEREFORE, BE IT DECLARED BY THE POLK COUNTY FIRE CHIEF THAT:

PURSUANT TO THE AUTHORITY OF POLK COUNTY ORDINANCE 08-015, AS AMENDED, THE FIRE DEPARTMENT BURN BAN 25-01 IS HEREBY DECLARED REPEALED EFFECTIVE MAY 14, 2025.

DATED 14th day of May 2025.

ATTEST:

STACY M. BUTTERFIELD, CLERK

By: Alison Brown
Deputy Clerk

SHAWN SMITH
POLK COUNTY FIRE CHIEF

By: Shawn Smith
Fire Chief, Shawn Smith





Polk County
Board of County Commissioners

Agenda Item R.30.

5/20/2025

SUBJECT

Adopt resolution adopting policy not to consider proclamations.

DESCRIPTION

The proposed resolution adopts a policy not to consider proclamations and to remove the ceremonial proclamations section from the agenda.

RECOMMENDATION

Adopt resolution adopting policy not to consider proclamations.

FISCAL IMPACT

No Fiscal Impact.

CONTACT INFORMATION

Randy Mink, County Attorney
863-534-7679

RESOLUTION NO. 25-_____

RESOLUTION ADOPTING POLICY NOT TO CONSIDER PROCLAMATIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Polk County Board of County Commissioners wishes to cease adopting proclamations.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA:

1. The Board hereby adopts a policy not to consider proclamation requests and to remove the ceremonial proclamations section from the agenda.
2. **EFFECTIVE DATE.** This Resolution shall be effective upon adoption.

ADOPTED IN REGULAR SESSION DULY ASSEMBLED THIS 20th DAY OF MAY 2025.

**ATTEST:
STACY M. BUTTERFIELD, CLERK**

**BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA**

By: _____
Deputy Clerk

By: _____

GALLOWAY ESTATES

A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 27 SOUTH, RANGE 23 EAST, POLK COUNTY, STATE OF FLORIDA

LEGAL DESCRIPTION

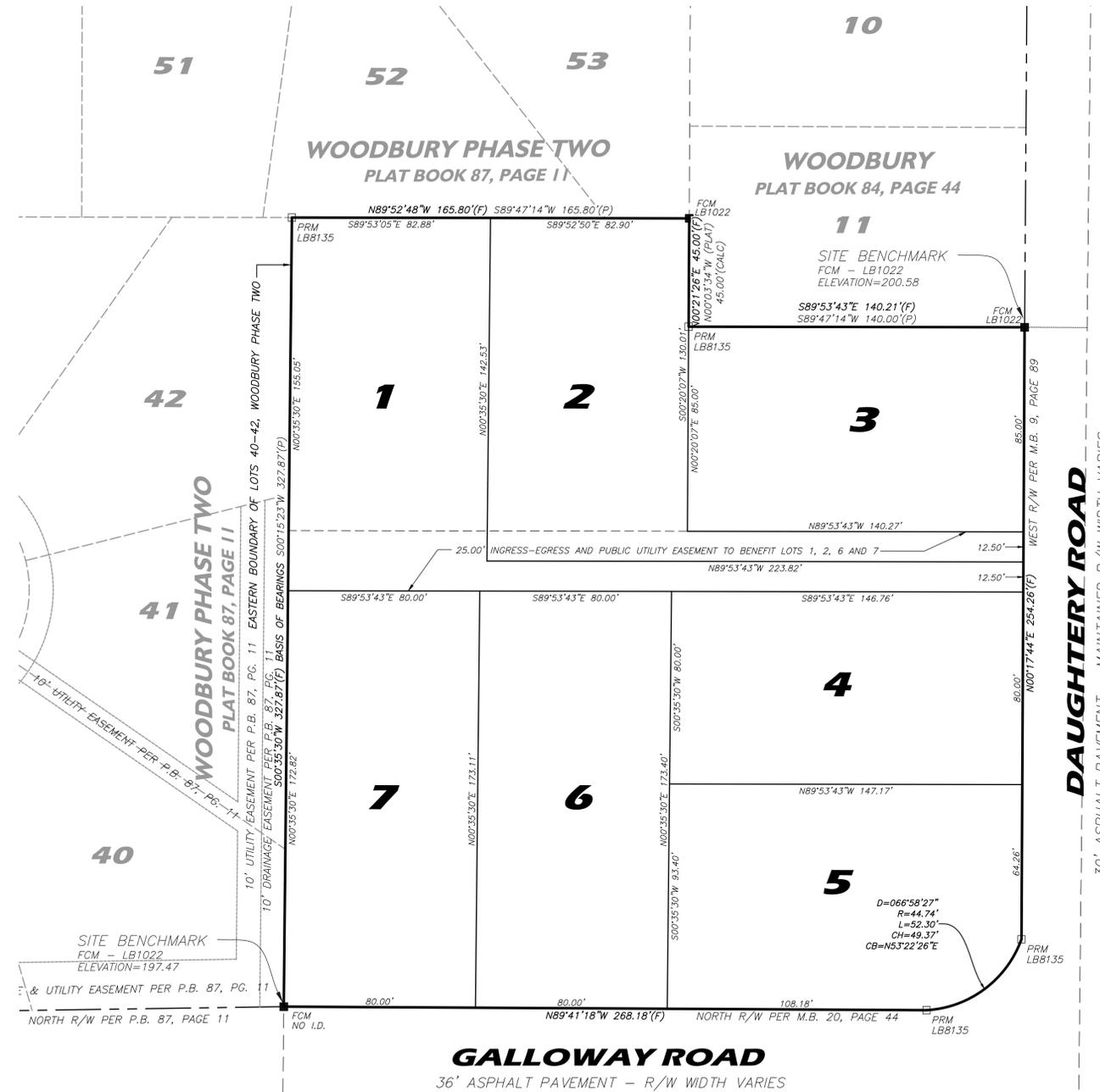
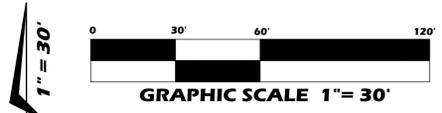
NE 1/4 OF SE 1/4 OF SECTION 22, TOWNSHIP 27 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA, LESS MAINTAINED RIGHT-OF-WAY AND LESS WOODBURY, AS RECORDED IN PLAT BOOK 84, PAGE 44, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND LESS WOODBURY PHASE TWO, AS RECORDED IN PLAT BOOK 87, PAGE 11, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND LESS WOODBURY PHASE TWO ADDITION, AS RECORDED IN PLAT BOOK 91, PAGE 26, PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND LESS ADDITIONAL RIGHT-OF-WAY AS RECORDED IN MAP BOOK 20, PAGE 44 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

NOTES AND LEGEND

- PCP - PERMANENT CONTROL POINT - SET PK NAIL & DISK
PRM - PERMANENT REFERENCE MONUMENT - SET 4"x4" CONCRETE MONUMENT OR 1" IRON PIPE AND CAP "PRM LB-8135"
FCM - FOUND CONCRETE MONUMENT AS NOTED
FIR - FOUND IRON ROD AS NOTED
FIP - FOUND IRON PIPE AS NOTED
RRS - FOUND RAILROAD SPIKE AS NOTED
R/W = RIGHT-OF-WAY
CONC. = CONCRETE
D/A = CENTRAL ANGLE (DELTA)
R = RADIUS
L = ARC LENGTH
T = TANGENT LENGTH
CH = CHORD DISTANCE
CB = CHORD BEARING
± = MORE OR LESS / PLUS OR MINUS
N&D = NAIL AND DISK
PG = PAGE
PCS = PAGES
PK = PARKER-KALON NAIL OR "MAG-NAIL"
FEMA = FEDERAL EMERGENCY MANAGEMENT AGENCY
(F) = INFORMATION AS MEASURED BETWEEN FIELD MONUMENTATION
(L) = INFORMATION PER LEGAL DESCRIPTION
(CALC) = INFORMATION CALCULATED FROM FIELD MEASUREMENTS
F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION

SURVEYOR'S NOTES:

- 1. BEARINGS BASED ON THE EASTERN BOUNDARY OF LOTS 40-42, WOODBURY PHASE TWO HAVING A "GEODETIC GRID" BEARING OF SOUTH 00°35'30" WEST BETWEEN FIELD MONUMENTATION.
2. UNLESS OTHERWISE NOTED A 5/8" IRON ROD AND CAP "LB-8135" 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 UNDER MY DIRECTION AND SUPERVISION IN COMPLIANCE WITH CHAPTER 177, FLORIDA STATUTES.
4. P.C.P.'S SET IN AN IMPERVIOUS SURFACE ARE A NAIL & DISC "LB-8135" - UNLESS OTHERWISE NOTED.
5. LANDS IN THE VICINITY OF THE DRAINAGE/RETENTION AREAS AND SWALES MAY BE SUBJECT TO TEMPORARY STANDING WATER WHEN CONDITIONS DECREASE THE RATE OF PERCOLATION AND DRAINAGE RUNOFF.
6. PROPERTY OWNERS ARE RESPONSIBLE FOR MAINTENANCE OF VEGETATION (MOWING) IN THE RETENTION AREAS AND DRAINAGE SWALES LYING WITHIN THEIR RESPECTIVE LOT AND THE DESIGN IS TO BE LEFT UNCHANGED.
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. THE PLATTED LANDS ARE LOCATED IN FLOOD ZONE "X" ACCORDING TO FLOOD INSURANCE RATE MAP FOR POLK COUNTY, COMMUNITY PANEL NUMBER 121050001 G, EFFECTIVE DATE OF 12/22/2016.
9. COORDINATES SHOWN HEREON, IF ANY, AND BEARINGS DEPICTED HEREON ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM WEST ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 2011, THE COORDINATES, IF ANY, WERE DERIVED BY GPS RTK METHODOLOGY USING THE L-NET GPS NETWORK ESTABLISHED AND MAINTAINED BY LENZEMANN CORPORATION.
10. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 AND WAS DERIVED BY GPS RTK METHODOLOGY USING THE L-NET GPS NETWORK ESTABLISHED AND MAINTAINED BY LENZEMANN CORPORATION. FIELD DATA WAS CROSS-CHECKED TO POLK COUNTY BENCHMARK "BM026" BEING A 4x4 CONCRETE MONUMENT IN THE NORTH RIGHT-OF-WAY OF GALLOWAY ROAD APPROXIMATELY 500 FEET WEST OF THE SURVEYED PROPERTY. THE PUBLISHED ELEVATION FOR THIS BENCHMARK IS ELEVATION 197.52, NORTH AMERICAN VERTICAL DATUM OF 1988.
11. THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS MAKE REFERENCE TO EASEMENTS AND/OR POTENTIAL EASEMENTS THAT ARE NOT SHOWN ON THIS PLAT. THE DECLARATIONS, COVENANTS AND CONDITIONS WILL BE RECORDED IN THE PUBLIC RECORDS OF THIS COUNTY AS PART OF THE PLAT PROCESS AND SHOULD BE REVIEWED FOR INFORMATION ON THESE ADDITIONAL EASEMENTS.



APPROVAL: REVIEWED FOR CONFORMITY

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 1, FLORIDA STATUTES, RELATING TO THE MAKING OF MAPS AND PLATS.

RICHARD M. "MIKE" BENTON, PSM DATE: COUNTY SURVEYOR FLORIDA REGISTRATION No. LS 6447

APPROVAL: COUNTY ENGINEER

STATE OF FLORIDA, COUNTY OF POLK. THIS PLAT IS HEREBY APPROVED BY THE POLK COUNTY ENGINEER.

APPROVAL: LAND DEVELOPMENT DIVISION

STATE OF FLORIDA, COUNTY OF POLK. THIS PLAT IS HEREBY APPROVED BY THE POLK COUNTY LAND DEVELOPMENT DIVISION.

COUNTY COMMISSIONERS' CONDITIONAL APPROVAL:

STATE OF FLORIDA, COUNTY OF POLK. THIS PLAT IS CONDITIONALLY APPROVED THIS DAY OF A.D. 2025 IN AN OPEN MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA. THIS PLAT WILL NOT RECEIVE FINAL APPROVAL, NOR CAN IT BE RECORDED UNTIL ALL CONDITIONS HAVE BEEN SATISFIED.

BY: CHAIRMAN ATTEST: CLERK

COUNTY COMMISSIONERS' APPROVAL:

STATE OF FLORIDA, COUNTY OF POLK. THIS PLAT HAS RECEIVED FINAL APPROVAL THIS DAY OF A.D. 2025 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.

BY: CHAIRMAN ATTEST: CLERK

CERTIFICATION:

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 2025.

CLERK OF THE CIRCUIT COURT

DEDICATION:

STATE OF FLORIDA, COUNTY OF POLK.

KNOW ALL MEN BY THESE PRESENTS THAT CHUCK WARNOCK AND CARL C. WARNOCK, JR., EACH AS TO AN UNDIVIDED 1/2 INTEREST AS TENANTS IN COMMON, OWNERS OF THE LANDS SHOWN HEREON HAS CAUSED THIS PLAT OF "GALLOWAY ESTATES" TO BE MADE AND HEREBY DEDICATES TO THE FUTURE PROPERTY OWNERS OF LOTS 1, 2, 6 AND 7, FOREVER, THE 25.00' INGRESS-EGRESS AND PUBLIC UTILITY EASEMENT SHOWN HEREON FOR THE PURPOSES INDICATED TOGETHER WITH THE MAINTENANCE RESPONSIBILITY FOR ANY FUTURE DRIVEWAYS CONSTRUCTED THEREIN; AND HEREBY DEDICATES TO THE PROVIDERS OF PUBLIC UTILITIES FOREVER A PERPETUAL EASEMENT OVER, UNDER AND ACROSS THE AFORESAID 25.00' INGRESS-EGRESS AND PUBLIC UTILITY EASEMENT FOR THE PURPOSE OF INSTALLING, MAINTAINING AND OPERATING ANY UTILITIES INSTALLED THEREIN.

WITNESS TO BOTH PRINTED NAME: BY: CHUCK WARNOCK, OWNER

WITNESS TO BOTH PRINTED NAME: BY: CARL C. WARNOCK, JR., OWNER

ACKNOWLEDGMENT:

STATE OF FLORIDA, COUNTY OF POLK.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF PHYSICAL PRESENCE OR ONLINE NOTARIZATION, THIS DAY OF 2025, BY CHUCK WARNOCK, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED AS IDENTIFICATION.

(AFFIX NOTARY SEAL) NOTARY PUBLIC PRINTED NAME: MY COMMISSION EXPIRES:

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF PHYSICAL PRESENCE OR ONLINE NOTARIZATION, THIS DAY OF 2025, BY CARL C. WARNOCK, JR., WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED AS IDENTIFICATION.

(AFFIX NOTARY SEAL) NOTARY PUBLIC PRINTED NAME: MY COMMISSION EXPIRES:

SURVEYOR'S STATEMENT:

STATE OF FLORIDA, COUNTY OF POLK.

I HEREBY CERTIFY THAT THIS PLAT OF "GALLOWAY ESTATES" IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS AS SURVEYED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT THIS PLAT COMPLIES WITH ALL SURVEY REQUIREMENTS OF PART 1 OF CHAPTER 177 OF THE FLORIDA STATUTES. ALL LOT SIZES AND LOT DIMENSIONS ARE CORRECTLY SHOWN HEREON. ALL NECESSARY PERMANENT REFERENCE MONUMENTS HAVE BEEN SET AND PERMANENT CONTROL POINTS REQUIRED BY PART 1 OF CHAPTER 177 OF THE FLORIDA STATUTES WILL BE SET AND ARE CORRECTLY SHOWN HEREON.



KENNETH W. THOMPSON DATE: PROFESSIONAL SURVEYOR AND MAPPER REGISTRATION NO. 4080



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KENNETH W. THOMPSON, P.S.M. AS EVIDENCED BY HIS SIGNATURE AFFIXED HERETO. 6700 South Florida Avenue, Suite 4, Lakeland, Florida 33813 (863) 712-2110 - kthompson@platinumsurveying.com

STATE OF FLORIDA AUTHORIZATION FOR: SURVEYING AND MAPPING BUSINESS - LB 8135 KENNETH W. THOMPSON REGISTRATION NO. 4080

STATE OF FLORIDA AUTHORIZATION FOR: SURVEYING AND MAPPING BUSINESS - LB 8135 KENNETH W. THOMPSON REGISTRATION NO. 4080

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 SUPERPLANTED 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.